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U.S. COURT OF  
FEDERAL CLAIMS

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) **CASE NO.**

JUDGE: 12 - 27 C

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) **CLAIM FOR COMPENSATION FOR**  
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) **GOODS AND SERVICES PROVIDED TO**  
)  
) **THE DEPARTMENT OF DEFENSE AND**  
)  
) **VARIOUS INTELLIGENCE AGENCIES**

CLAIM FOR COMPENSATION FOR  
GOODS AND SERVICES PROVIDED TO  
THE DEPARTMENT OF DEFENSE AND  
VARIOUS INTELLIGENCE AGENCIES

**Defendant.**

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## TABLE OF AUTHORITIES

### Preamble

A1. Plaintiff is not a lawyer, and does not seek to act like one. Therefore, his Table of Authorities might be unconventional, and he therefore prays for the Court's indulgence. All of the following citations are directly or indirectly related to the Claim presented herein.

### United States Constitution

A2. Plaintiff alleges defendant took plaintiff's intellectual property without just compensation in violation of the Takings Clause of the Fifth Amendment to the Constitution. The Fifth Amendment provides in part that "private property [shall not] be taken for public use, without just compensation." United States Constitution, Amendment V. The Constitution further states that "[N]or shall private property be taken for use without just compensation." While courts have wrestled with whether or not this includes intellectual property, recent legal scholarship as well as judicial decisions strongly suggests that it in fact does. Ruckelshaus v. Monsanto Co., 467 U.S. 986 (1984), and Philip Morris v Reilly.4 312 F3d 24 (1st Cir 2002).

A3. General elements of a taking claim are: (1) a state actor, (2) duly authorized by law, (3) effects a taking, (4) of private property, (5) for a public use. Plaintiff's Claim satisfies each of these required elements. Another way to express the elements of a Takings claim is by addressing the following questions: (1) Has private property been taken? (2) If so, was there some justification for that taking under the police power? (3) If not, was the taking for a public use? And (4) if so, has just compensation been provided? Again, Plaintiff asserts that in the Claim contained herein, the Court will see that all elements, as expressed in this form, lead to the conclusion that Plaintiff is due just compensation for the thirty-one (31) tasks for which he lays claim.

### Legal Doctrine

1  
2 **A4.** Plaintiff has a case of centered upon lack of compensation for a series of enforceable  
3 implied-in-fact task-order contracts. As a result, two legal doctrines provide the basis for  
4 Plaintiff's Claim: unjust enrichment and quantum meruit. Plaintiff could have based his Claim on  
5 yet another equitable doctrine, quantum valebant, but determining the monetary worth of  
6 National Security Policy and Guidance documents is a perilous exercise indeed, as opposed to an  
7 estimated value of both Plaintiff's opportunity and accounting costs necessary in a quantum  
8 meruit-based claim.

9 **A5.** Unjust enrichment is a general equitable principle that no person (or organization) should be  
10 allowed to profit at another's expense without making restitution for the reasonable value of any  
11 property, services, or other benefits that have been unfairly received and retained. Various courts  
12 throughout Western history have established the elements of a cause of action for unjust  
13 enrichment. These elements are: (1) the enrichment of the party accused of unjust enrichment; (2)  
14 that such enrichment was at the expense of the party seeking restitution; and (3) the  
15 circumstances were such that in equity and good conscience restitution should be made. An  
16 additional requirement is that the party accused of unjust enrichment must know of the benefit  
17 conferred; to ensure that the benefit was not foisted on the recipient, and is something for which  
18 compensation is reasonably expected. A careful reading of the description of each of the tasks  
19 completed by the Plaintiff that then have been funded by the United States Government will  
20 attest to the fact that each element of unjust enrichment has been satisfied.

21  
22  
23 **A6.** Quantum meruit is likewise an equitable doctrine, and means "as much as deserved.", and it  
24 is derived from the doctrine of unjust enrichment. Unjust enrichment is that which is obtained,  
25

1 while quantum meruit is “as much as deserved”, and serves as a measure of liability from an  
2 implied-in-fact contract.

3  
4 In a manner similar to unjust enrichment, Courts have crafted four basic elements that the  
5 plaintiff must prove before he may recover under the doctrine of quantum meruit: (1) that  
6 valuable services were rendered; (2) that the services were rendered to the defendant; (3) that the  
7 services were accepted, used, and enjoyed by the defendant; and (4) that the defendant was aware  
8 that the plaintiff, in performing the services, expected to be paid by the defendant. For those tasks  
9 described in this Claim that contributed United States National Security Policy and Guidance, it  
10 is shown that all elements of quantum meruit have been met.

11  
12 **A7.** To reiterate, cases that relied upon these doctrines are listed under Precedents. The specific  
13 projects associated with individual claims articulated herein fall into two categories: those that  
14 became funded programs, and those that contributed to United States National Security Policy  
15 and Guidance. The first category is covered by the unjust enrichment doctrine, and the second  
16 category by the quantum meruit doctrine. Since from a legal prospective it appears to the Plaintiff  
17 that each project under each category are legally equivalent, it does not make sense to the  
18 Plaintiff as a non-lawyer to attempt to ascribe individual precedents to individual projects.  
19 Therefore, he simply lists the precedents below that he believes have legal connection to his  
20 Claim. The same argument is made for all other citations in his Table of Authorities.

### 21 **Judicial Decisions**

22  
23 **A8.** The Claim presented herein is based upon a series of enforceable implied-in-fact task order  
24 contracts. Courts have determined the elements of implied-in-fact contracts. An implied-in-fact  
25

1 contract requires all of the elements of an express contract: (1) mutuality of intent to contract; (2)  
2 consideration; (3) an unambiguous offer; and (4) an unconditional acceptance. An implied-in-fact  
3 contract differs from an express contract

4 in that the existence of the implied-in-fact contract must be inferred from the conduct of the  
5 parties. City of El Centro v. United States, 922 F.2d 816, 820 (Fed. Cir. 1990), cert. denki, 501  
6 U.S. 1230 (1991). Lewis v. United States, 70 F.3d 597,600 (Fed. Cir. 1995) (citing Baltimore &  
7 Ohio R.R. Co. v. United States, 261 U.S. 592, 597 (1923)).

8 The facts of the Claim presented herein clearly indicate that both parties to the Claim have met  
9 all elements of an implied-in-fact contract.

10 **A9.** Furthermore, an implied-in-fact contract arises when, in the absence of an express contract,  
11 the parties' behavior leaves no doubt that what was intended was a contractual relationship  
12 permitted by law. Trauma Serv. Group v. United States, 104 F.3d 1321, 1326 (Fed.Cir. 1997).

13 The same elements of express contracts, such as mutuality of intent and lack of ambiguity in  
14 offer and acceptance are required in implied-in-fact contracts. Fincke v. United States, 675 F.2d  
15 289, 295 (Ct. Cl. 1987). Said elements were satisfied by both the Plaintiff and the Government in  
16 the enforceable implied-in-fact task order contracts described in the Claim presented herein.

### 17 Statutes

#### 18 **A10. 28 USC 1498**

19 This statute explicitly provides a remedy for the holders of a patent or copyright that is used  
20 without license by the United States Government. Said remedy permits the patent or copyright  
21 holder to seek relief in this Court. Given that patents and copyrights are two types of intellectual  
22 property, Plaintiff asserts that the intellectual property that is the subject of this Claim is likewise  
23  
24  
25

1 intended to be covered by this law since his intellectual property could be either patented or  
2 copyrighted.

3 **A11. 10 USC 2304a-d**

4 This statute covers task order contracts, and is fully applicable to the circumstances under which  
5 Plaintiff provided intellectual property in fulfillment of specific tasks for the Department of  
6 Defense. It is applicable to all of the 31 tasks that Plaintiff performed for the Department of  
7 Defense and various intelligence agencies, and is thus cited here only.

8 **A12. 50 USC 1431**

9 This statute makes clear that the United States Government may enter into contracts that support  
10 the national defense that are enforceable contracts and for which monetary compensation is paid.

11 **A13. The Tucker Act (28 USC 1346)** that goods and services procured for national defense, are  
12 done so under enforceable contracts for which the Government expects to pay monetary  
13 compensation.

14 The Tucker Act covers several legal circumstances, including the instance in which a plaintiff  
15 believes the United States Government owes him money. Thus, the Tucker Act applies in  
16 Plaintiff's Claim, as explained herein.

17 **A14. The McNamara-O'Hara Service Contract Act (50 USC 1432)**, which sets wage rates  
18 and other labor standards for employees of contractors furnishing services to the federal  
19 government, and thus is applicable to the issues of non-compensation raised in this Claim. Since  
20 task order contracts can be based upon an hourly rate, this Act applies to Plaintiff's case.

21 **A15. The Walsh-Healey Public Contracts Act (41 USC 35)** requires payment of minimum  
22 wages, and other labor standards by contractors providing materials and supplies to the federal  
23 government. Since the work that led to the intellectual property that, in turn, satisfied the  
24  
25

1 requirements of the tasks described in this Claim was performed under a series of enforceable  
2 implied-in-fact task order contracts, it applies to the issues raised in this Claim.

3 **A16. Contract Disputes Act (41 USC 601)**

4 The Contract Disputes Act addresses the role of a contracting officer in disputes relating to  
5 formal, explicit contracts, and thus is not applicable to the issues raised in this Claim.

6 **A17. Fraud in the Inducement (18 USC 665)**

7 Plaintiff dealt with many fine United States Government employees in the tasks that are the  
8 subjects of his Claim. Plaintiff believes that most of these people acted in good faith, and  
9 therefore he completed the tasks for which he now seeks compensation on the explicit  
10 understanding that he would eventually receives contract(s) for the expansion of the tasks  
11 described herein. This never happened, and thus it can be argued that Plaintiff was the subject of  
12 unintended fraud in the inducement. This argument applies throughout this Claim where the  
13 circumstances of each completed task are described should the filing of a criminal case be  
14 deemed warranted.  
15

16 **Rules and Regulations**

17 **A18.** There are numerous rules and regulations, in the Federal Acquisition Regulations, for  
18 example, (codified in Title 48 of United States Code) that refer to compensation issues, thus  
19 implying that those that provide goods and services to the United States Government are, in fact,  
20 compensated for same. This circumstance is also a matter of public policy under contract law.  
21 (17 Am JuR. 2D Contracts § 238, at 241 (1991)). To not provide compensation where it is  
22 warranted by common sense is also a part of that public policy. Rather than attempt to cite  
23 specific rules and regulations that govern the Claim presented herein, Plaintiff simply points out  
24 this basic fact. That said, Part 31 of the Federal Acquisition Regulations addresses numerous  
25



issues relating to costs, thus implying that the Government does in fact pay for the goods and services that it receives, and this fact applies throughout Plaintiff's Claim.

### **Precedents**

**A19.** Plaintiff has researched numerous cases, both from this Court as well as from various other federal courts that cite the legal doctrines of unjust enrichment and quantum meruit. While there have been an untold number of cases where a plaintiff has sought monies from the United States Government under these doctrines, Plaintiff has failed to find a cases that is directly on point vis-à-vis his case. Nonetheless, by deductive reasoning, the following cases have a legal connection to his case in the manner described.

Int'l Data Prods. Corp. v. United States, 70 Fed. Cl. 387, 394 (2006) (citing Int'l Data Prods.

Corp. v. United States, 64 Fed. Cl. 642, 650-51 (2005))

"[w]here a benefit has been conferred by the contractor on the government in the form of goods or services, which it accepted, a contractor may recover at least on a quantum valebant or quantum meruit basis for the value of the conforming goods or services received by the government prior to the rescission of the contract for invalidity. The contractor is not compensated under the contract, but rather under an implied-in-fact contract." United Pac. Ins. Co. v. United States, 464 F.3d 1325, 1329-30 (Fed. Cir. 2006).

United Pac. Ins. Co. v. United States, 464 F.3d 1325, 1329-30 (Fed. Cir. 2006).

Gould, Inc. v. United States, 935 F.2d 1271, 1272 (Fed. Cir. 1991)

Stevens Van Lines, Inc. v. United States, Court of Federal Claims, Case Nos. 05-1278 (consol.)

Riviera Finance of Texas. Inc. v. United States, Court of Federal Claims, Case No. 02-737 C

**A20.** Plaintiff cites the following AT&T cases with trepidation. While Plaintiff AT&T was not successful in its pursuit of compensation under the doctrines of quantum meruit and unjust

enrichment, these cases raise issues not unlike those raised in the Claim herein, in that AT&T provided highly valuable assets to the Government for which it was not compensated.

Irrespective of the fact that the legal aspects of this Claim and that of AT&T's are very different, the dissenting opinions in these cases, for example, raise issues that are highly relevant to the Claim herein, in that the lack of compensation for goods and services rendered presents issues of common sense fairness, regardless of legal technicalities.

American Telephone & Telegraph v. United States, 32 Fed. Cl. 672, 682-83 (1995). ("AT&T II")

The court held, however, that the contractor might be entitled to the remedy of quantum meruit, measured by the value of goods and services received by the Government.

American Telephone & Telegraph v. United States, 32 Fed. Cl. 672, 682-83 (1995).

American Telephone & Telegraph Co. v. United States, 177 F.3d 1368 (Fed. Cir. 1999) (en banc) ("AT&T III")h

Am. Tel. & Tel. Co. v. United States, 48 Fed. Cl. 156, 160 (2000) ("AT&T IV").

Am. Tel. & Tel. Co. v. United States, 307 F.3d 1374, 1377 (Fed. Cir. 2002) ("AT&T V")

Gould v. United States, 67 F.3d 925, 928 (Fed. Cir. 1995)

## INTRODUCTION

1  
2 **1.** This Claim is based upon a precept that is as old as humankind itself: a man is worth his daily  
3 bread. This Court is being asked to decide whether or not the United States Government  
4 (hereinafter Government) is obligated: 1) to compensate those who provide it goods and services,  
5 and 2) to be ultimately responsible for the equitable treatment of the employees of defense  
6 contractors in monetary matters.

7 **2.** In 1970, armed with a bachelors degree in mathematics, and a masters degree in electrical  
8 engineering, Plaintiff decided to devote his career to national defense. While this resulted in a  
9 huge mistake on his part, over a period from 1975 until 1992, he became **solely** responsible for  
10 technological innovations that have generated an estimated **\$8.7B**, yes, **billion**, in corporate  
11 revenues, that continue to grow to this very day.

12  
13 **3.** These innovations became funded programs in the defense and intelligence arenas, and while  
14 Plaintiff is certain that they have resulted in the creation of hundreds, if not thousands, of jobs, he  
15 has not benefited from his own work in any material manner whatsoever. Indeed, Plaintiff has  
16 been told by people over the years how lucky he was to have been able to spend so much time on  
17 his “hobbies.” This was said because most of the intellectual property that is the subject of this  
18 Claim that resulted in the technological innovations described below was generated on his own  
19 time without any payment for his time or materiel.

20  
21 **4.** For example, at **Northrop Grumman Corporation** most of the people that Plaintiff worked  
22 for told him repeatedly that since he enjoyed his work so much, he should be working 24/7, and,  
23 if there was any justice in the world, he would be paying them for the honor and the privilege to  
24 do so. But this wasn’t the first employer that Plaintiff had had that had spewed such nonsense. If  
25 there is a defense company in this country that is a good employer for those who seek an honest

1 day's pay for an honest day's work, Plaintiff does not know of it. They're all the same, just  
2 horrible places to work for those employees responsible for getting the work done.

3 **5.** Still others, both people in the defense industry as well as uniformed military officers, told  
4 Plaintiff that the honor and the privilege for him to do the work for which they then received the  
5 benefits nearly defies human comprehension. As a result, Plaintiff is 63 years-old, not in good  
6 health either physically or financially, and he seeks compensation for thirty-one (31) tasks that he  
7 did on his own time, and, while he received promises of compensation from several well-  
8 intentioned military officers, he also received threats from others. The bottom line is that Plaintiff  
9 never received any monetary compensation for the intellectual property that has led to billions of  
10 dollars in corporate revenues for the defense industry as well as valuable contributions to  
11 national security policy and guidance for the Government.

12  
13 **6.** At this point, let's be clear about the concept of one's "own time". It is standard in this country  
14 to work 40 hours per week for the salary that is provided to the employee. If a situation arises in  
15 which more than 40 hours are required, such as when a proposal is being prepared, employees,  
16 usually engineers, often work much longer hours. There are two recognized remedies for this  
17 circumstance. The most widely one is to allow the employee to take compensatory time off to  
18 offset the time that the employee worked for more than 40 hours in a week once the task is  
19 completed. The alternative policy is to put the employee on paid overtime.

20  
21 **7.** But the defense industry frowns upon both of these policies for those engineers that are highly  
22 productive. In the case of such employees, the implicit, if not explicit policy is for the highly  
23 productive engineer to be prepared to work as many hours per week as his or her management  
24 demands, without any compensation other than his or her weekly salary. For such individuals, the  
25 concept of one's "own time" simply does not exist, and Plaintiff was warned on several

1 occasions in the 1970s not to assert that he possessed his "own time." Of course, demanding a  
2 24/7 workweek violates federal law under the McNamara-O'Hara Act, but it was nonetheless  
3 accepted practice for those few engineers in any given organization who were held responsible  
4 for getting the work done.

5 **8.** For those who were lazy sycophants, management didn't care whether they ever did any work  
6 because at the very least, such people generated overhead revenues, which helped pay for  
7 management. This is one reason that national defense is so expensive.

8 As a result of this environment, and at the urging of the Strategic Air Command, Plaintiff  
9 attempted to establish his own company. Complete details regarding this endeavor are found in  
10 the uncompensated task descriptions presented below.

11 **9.** Plaintiff did his due diligence prior to launching off on his own. On Saturday, September 27,  
12 1980, Plaintiff took a red eye to Washington where he spent the following Monday through  
13 Thursday briefing relevant senior Air Force officers and Office of the Secretary of Defense  
14 people on his business model. To a man, each **strongly** encouraged Plaintiff to proceed, and they  
15 agreed to assist him in any manner possible. One senior Air Force member, then-**Colonel E. S.**  
16 **Van Inwegan (and later a Brigadier General)** recommended that Plaintiff be one of the  
17 presenters at the annual Air Power symposium held at the Air War College at Maxwell AFB,  
18 Alabama. (See **Exhibit 1.**) Plaintiff thus gave a compensated presentation, and as a result was  
19 offered a faculty position in military strategy at the Air War College. This offer had to be  
20 withdrawn when the department chairman learned that Plaintiff did not possess a doctorate  
21 degree.  
22

23 **10.** In October 1980, upon the recommendation of a prominent Beverly Hills businessman,  
24 Plaintiff developed and then presented his business model description to a number of "old heads"  
25

1 that had spent a lifetime each in the defense arena. Included among these gentlemen was the late  
2 retired Air Force **Major General Dave D. Bradburn**. Plaintiff knew the general well from the  
3 years in the late '70s when General Bradburn had been the representative of the Joint Chiefs of  
4 Staff to the Helsinki negotiations on space arms control, and Plaintiff provided the general with  
5 analytical support.

6 **11.** Upon hearing Plaintiff's business model, the general proclaimed that Plaintiff was going to  
7 going to totally destroy his career because "every word out of your mouth screams cost  
8 effectiveness." When Plaintiff agreed that this assessment was true, the general explained that  
9 "The System" tells the world that it's interested in keeping the cost of national defense down,  
10 but, in reality, its interest is the exact opposite. He explained that officers in the military, and  
11 project managers in industry are promoted, given bonuses, etc. based upon the size of the budgets  
12 that they control, and that they attempt to destroy any efforts to lower the cost of accomplishing  
13 any particular mission. Plaintiff, without identifying the general, approached several very senior  
14 Air Force officials and told them of the general's input. They all vigorously disagreed with his  
15 assessment, and each strongly encouraged the Plaintiff to continue to propose ways and means of  
16 getting costs down. But in the end, it is clear that General Bradburn had correctly characterized  
17 the National Security Establishment.  
18

19 **12.** So while the National Security Establishment spends the taxpayers money in a very lavish  
20 manner, at the same time it refuses to compensate some of those who generate intellectual  
21 property that leads to the solution of difficult problems relating to United States national security.  
22 Specifically, it discriminates against those companies that do not employ retired colonels. One of  
23 the objectives of this Claim is to determine if this practice constitutes codified legal doctrine. If  
24  
25

1 not, the Plaintiff is due the amount of money specified for his uncompensated contributions to  
2 United States national security.

3 **13. It is important to note that Plaintiff's Claim made herein has never been litigated by**  
4 **any court at any level.**

5 **PARTIES**

6 **14.** The Plaintiff in this case is Neil F. Keehn, a 63 year-old career long defense engineer,  
7 strategic studies analyst and force structure planner. He has a permanent heart condition caused  
8 by overworking in a very stressful environment at defense contractor **Northrop Grumman**  
9 **Corporation.** Among his legal issues, he has a 20 year-old workers' compensation case in which  
10 at least two physicians have declared him totally disabled. Additional physicians may have  
11 declared him disabled, but his own attorney, **Lawrence Drasin**, destroyed all of the medical  
12 examination reports in his case file, and he is therefore unable to review these reports.

13 **15.** Plaintiff established **Strategic Systems Sciences** in 1981, and abandoned that corporation in  
14 1990, at which point parties unknown to the Plaintiff assumed the corporate name. Therefore,  
15 Plaintiff is not responsible for any dealings that **Strategic Systems Sciences** may have had with  
16 any parties after 1990.

17 //  
18

19 **16.** The Defendant is the United States of America.  
20

21 //

22 **JURISDICTION AND VENUE**

23 **17.** This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1491(b).

24 **18.** Venue is appropriate in this Court pursuant to 28 U.S.C. § 1491(b).  
25

//

### STATUTE OF LIMITATIONS

19. The statute of limitations for cases filed in this good Court is six years. This makes perfect sense for the typical case heard by this Court, such as a tax case for a specific year. But in the instant case, the compensation sought is for goods and services provided to the United States as far back as 1976. However, Plaintiff alleges that he is not in violation of the statute of limitation because the United States is still funding updated versions of Plaintiff's original work to this day. Since various defense contractors as well as the United States continue to benefit from Plaintiff's original work, Plaintiff asserts that the statute of limitations has not expired.

//

### DEFINITIONS

20. In this Claim, the terms "space force structure" and "space force structure planning" are used. Definitions of these terms are in order. A space force structure consists of satellites; their ground stations; the launchers and launch facilities that are used to put the satellite in orbit; space surveillance systems that are used monitor satellites; and the communication systems that are used to connect all of these elements of the space force structure. A space force structure planner continuously addresses the questions what do we, as a nation, need?; why do we need it?; how do we get it (systems architecture)?; what can emerging technology do for us?; and, given all of the above, are there new operational concepts that make sense?

21. In 1980, when Plaintiff completed his self-designed doctoral program in force structure planning (**Exhibit 2**), the space force structure leadership in the uniformed Air Force assessed that there were only eight space force structure planners in the U.S. Force structure planning has much in common with investment banking. The development and analysis of both hedges and options, and strategic alternatives are common to both disciplines.



//

**METHODOLOGY FOR COMPUTATIONS OF SPECIFIC CLAIMS**

**22.** Three different monetary considerations are used to compute specific claims associated with the thirty-one (31) tasks or funded programs described in this Claim. First is the assumed contract value of contracts that originated with intellectual value generated by the Plaintiff. In this regard, the Lehman formula is used to compute finder's fee for each of Plaintiff's technological innovations that became funded programs. Plaintiff asserts that this is the proper method to compute his Claim in such instances. The Lehman formula is a longstanding method for determining compensation in the investment banking community for determining an investment banker's fee for finding capital for a client who has hired him or her to do so. Plaintiff asserts that, when he introduced a technological innovation to meet a critical national security requirement that the Government then funded, he was functioning in a manner analogous to an investment banker searching for capital. Thus, the Lehman formula is a very appropriate means of determining his just compensation.

**23.** The Lehman formula is expressed in the chart just below.

<b><u>Contract Value</u></b>	<b><u>Fee</u></b>
First \$1 million	Five (5) percent
Second \$1 million	Four (4) percent
Third \$1 million	Three (3) percent
Fourth \$1 million	Two (2) percent
Everything over \$4 million	One (1) percent

1 **24.** Secondly, opportunity costs are employed to estimate the value of Plaintiff's compensation  
2 claim where no contract was extant, but should have been. In turn, there are two subsets of  
3 opportunity costs employed. First is the opportunity cost associated with the time in completing  
4 Plaintiff's self-designed doctoral program. The second type of opportunity cost was incurred in  
5 completing the task for which the Plaintiff was never compensated, and for which he now seeks  
6 compensation.

7 **25.** In addition to opportunity costs, Plaintiff claims accounting costs, and there are three subsets  
8 of this type of cost. First are his out-of-pocket costs associated with the acquisition of courseware  
9 materials for his doctoral program. Secondly are Plaintiff's out-of-pocket expenses for the  
10 production of his intellectual property that constituted the deliverables associated with a  
11 particular task (getting briefings and white papers typed, purchase of viewgraph materials, etc.).  
12 Finally, there are the Plaintiff's out-of-pocket costs for his travels to various locations nationally  
13 to interface with his customers.  
14

15 **26.** Should anyone challenge Plaintiff's estimates of the revenues generated by his technological  
16 innovations or the money owed to him from the losses/damages identified for any one of the  
17 tasks described herein, he would be happy to submit his analyses to an unbiased but qualified  
18 valuation/compensation professional.  
19

### 20 **FACTUAL BACKGROUND**

21 **27.** The facts in this Claim are straightforward, and for which Plaintiff has proof that includes  
22 work product and letters of commendation. The reason for this Claim is that Plaintiff never  
23 received any monetary compensation whatsoever for goods and services that he delivered to the  
24 Government.  
25

1 **28.** The United States Code (Titles 10, 31, 40, 41, 50), the Codes of Federal Regulations, The  
2 Federal Acquisition Regulations (especially Part 31) are replete with laws and regulations on  
3 compensation issues, which implicitly verifies that people are monetarily compensated when they  
4 provide goods and services to the Government.

5 **29.** Title 50 USC § 1431 makes clear that goods and services provided to the national security  
6 part of the Government are done so for monetary compensation. Other than in those explicit  
7 circumstances when someone volunteers his or her own goods and/or services, Plaintiff cannot  
8 find any laws or regulations governing his situation. That is, expecting goods and services to be  
9 provided to the Government with the explicit understanding that said goods and services are  
10 provided gratis without the provider's explicit consent.

11 **30.** The law implies that the Government expects to pay for those goods and services that it  
12 receives, again, absent an explicit agreement that no compensation is expected. That should  
13 include the goods and services provided by Plaintiff, and which are detailed in this Claim.

14 **31.** Plaintiff provided the Government with the goods and services described in this Claim with  
15 the understanding that it would promote his career, lead to funded programs for the company,  
16 **Strategic Systems Sciences**, that he owned, and a host of other benefits. But Plaintiff did not  
17 realize any of these expected benefits. He actually lost millions of dollars as the result of his  
18 undying devotion to national security. And there was never a shortage of people in the National  
19 Security Establishment who were quick to take advantage of his willingness to make sacrifices in  
20 the name of national security.

21 **32.** Plaintiff never told the Government that he was not interested in being compensated for the  
22 goods and services that he provided, and he never signed any type of waiver of his right to be  
23 compensated. Plaintiff gave his technological innovations, and his national security policy and  
24  
25

1 guidance development materials willingly with the expectation of receiving contracts in the  
2 future, either through his then-employer or through **Strategic Systems Sciences**. The  
3 Government agents with whom he dealt knew this very well, and they tried diligently to get him  
4 contracts for further work, as described herein, both when he was the sole proprietor of **Strategic**  
5 **Systems Sciences**, and when he worked for various defense contractors. **When generating the**  
6 **intellectual property that was used to satisfy the requirements of each particular task, as**  
7 **described in the Claim herein, Plaintiff was performing under a series of enforceable**  
8 **implied-in-fact task order contracts, all of which are subject to compensation.** The legal  
9 doctrines of unjust enrichment and quantum meruit provide the legal basis for the required  
10 compensation, as does the Takings clause of the Fifth Amendment to the United States  
11 Constitution.  
12

13 **33.** The fact that these fine people were not successful in securing funding for Plaintiff's work  
14 should not accrue to the detriment of the Plaintiff, which it most certainly has.

15 **34.** When one part of the Government refuses to honor the commitments of another part of the  
16 Government, such as when Air Force Systems Command refused the Strategic Air Command's  
17 request to fund the Plaintiff, the ill effects of this lack of professional responsibility should not be  
18 borne by people such as the Plaintiff.

19 **35.** The fact that the Plaintiff did in fact suffer grievously as a result of Air Force Systems  
20 Command's lack of professional responsibility leads Plaintiff to file this Claim. In the end it is  
21 the Government that is legally responsible for its own commitments irrespective of which part of  
22 the Government a) made the commitment or b) decided not to honor it.  
23

24 **36.** Details are provided below.

25 **DESCRIPTION OF TASKS THAT LED TO FUNDED PROGRAMS**

1 **37. 1. Developed the Special Access Communication System (SACS)**

2 In the late 1980s, Plaintiff was working on a highly classified space system program (Project  
3 0644) at **Northrop Grumman Corporation**. The Joint Chiefs required that a cover story be  
4 developed for this program due to its very sensitive nature. Plaintiff watched a group of retired  
5 military officers for two years attempt to develop a cover story that would satisfy the  
6 Government. Time and again their efforts were rejected for a variety of reasons. Finally, Plaintiff  
7 asked the **Northrop Grumman Corporation** manager of this task, **Larry Barlock**, if he could  
8 take charge of this task. To Plaintiff's surprise, Mr. Barlock was glad give the task away.  
9

10 **38.** Using the principals of military deception, a military art and science that is thousands of years  
11 old, Plaintiff proceeded to develop a number of cover stories. (Plaintiff learned the military  
12 disciples of strategic deception and surprise during his self-designed doctoral program in force  
13 structure planning.) One option in particular stuck the Plaintiff as especially viable. This was the  
14 Special Access Communication System (SACS). SACS is a satellite communication system that  
15 is strictly for the use of Special Forces. It originated as a proposed secondary payload on the  
16 Project 0644 satellite as part of the cover story. When Project 0644 was cancelled at the end of  
17 the Cold War, SACS survived as a program in its own right. According to media reports, it was  
18 used in the military operation in which **Osama bin Laden** was killed.  
19

20  
21 **39.** Most of the managers on Project 0644 thought that the proposed SACS was a ridiculous  
22 concept. But its Government customer, given it understanding of military operations, liked the  
23 concept, and, without any support from **Northrop Grumman Corporation**, it was able to sell  
24 the SACS system concept to another classified part of the Government, who funded it. The initial  
25 cost estimate of the SACS when it was intended to be a secondary payload for the Project 0644

1 satellite was \$40M. The actual price is unknown to the Plaintiff. The total cost of the program in  
2 its various manifestations is estimated to be \$200M. Using the Lehman formula of shown above  
3 yields the Compensation Claim

4 **Compensation Claim: \$2,120,000**

6 **40. 2. Developed Signal Demodulators for radar signal modulations unknown at reception.**

7 In 1975, while working at the Space and Communication Group of the then-Hughes Aircraft  
8 Company, now **The Boeing Company**, Plaintiff worked on a task that was not part of any  
9 contract of **The Boeing Company**. Plaintiff became aware of a problem associated with signals  
10 intelligence (SIGINT), and decided to expand his technical knowledge base by attempting to  
11 solve this problem.

12 **41.** This problem was demodulating a received radar signal when a SIGINT receiver does not  
13 know the modulation on the radar signal at the time of reception. Such a signal is said to employ  
14 a pulse compression waveform. Working nights and weekends, Plaintiff was able to solve this  
15 critical national security problem.

16 **42. The Boeing Company** never demonstrated any interest in pursuing any new business  
17 opportunities associated with this technological innovation. It did not file a patent to protect its  
18 interests in these technologies. **The Boeing Company** did present Plaintiff a patent award for his  
19 linear frequency modulation pulse compression demodulator. But, it did not attempt to capitalize  
20 upon the technological breakthrough for his biphasic modulation pulse compression signal  
21 demodulator. The **National Security Agency** recognized this device as “getting us out of a deep  
22 hole” vis-à-vis the monitoring of the Strategic Arms Limitation Treaty, commonly referred to as  
23  
24  
25

1 SALT I. Plaintiff gave the design of this device to the National Security Agency in July 1976  
2 with the permission of **The Boeing Company**.

3 **43.** In the development of this particular device, Plaintiff empirically solved a problem that some  
4 of the world's foremost mathematicians had been working on for decades. This is according to  
5 world-renowned mathematician and engineer **Dr. Solomon W. Golomb**, whom Plaintiff knew  
6 from a previous employer.

7 **44.** Also, the National Security Agency contacted several people when it did a background  
8 investigation on the Plaintiff as a result of this particular effort. Included among these individuals  
9 was one of Plaintiff's former professors, **Dr. Abraham Sinkov**, then one of the world's foremost  
10 cryptanalysts, and a retired National Security Agency executive. The National Security Agency  
11 told Dr. Sinkov that it considered Plaintiff's work to be exceedingly important. **In fact, the**  
12 **National Security Agency told The Boeing Company management that it would have given**  
13 **Plaintiff \$100,000 if a legal means to do so could have been found.** And yet **The Boeing**  
14 **Company** was not interested in any new business associated with Plaintiff's intellectual  
15 property. Thus, neither **The Boeing Company** nor any other person or entity has any claims  
16 upon Plaintiff's intellectual property. Plaintiff's contact at the National Security Agency was **Dr.**  
17 **Herb Sawyer**.

18 **45.** In 1979, Plaintiff was informed by someone at **Science Applications, Inc.** that his  
19 mathematical breakthrough convinced the NSA that its principal encryption system for protecting  
20 satellite communication links was not as secure as previously assumed, and it moved quickly to  
21 implement an updated encryption algorithm. Without Plaintiff's mathematical breakthrough, the  
22 U.S. may have suffered a compromise of highly classified information. Yet, he received no  
23 compensation or recognition for his work.  
24  
25

1 **46.** In 2005, Plaintiff found an employment announcement on www.intelligencecareers.com (see  
2 **Exhibit 3**), in which the successful applicant for this position would be required to reinvent  
3 Plaintiff's devices. The job was at the **General Dynamics** facility in Scottsdale, Arizona.  
4 Plaintiff wrote to the president of that organization informing him of the existence of his  
5 intellectual property (device designs). After several attempts to capture the attention of this  
6 person, his secretary sent Plaintiff an email informing him of a total lack of interest in this  
7 opportunity on the part of **General Dynamics**.

8 **47.** At the very least, Plaintiff is due the Lehman fee for a notional contract for the development  
9 of his devices. The estimated value of the notional contract will assumed to be one million  
10 dollars (\$1M), which leads to a fee of \$50,000. Clearly, this is less than the \$100,000 referenced  
11 above, but Plaintiff seeks to maintain a consistent approach for computing each specific claim  
12 herein.

13  
14 **Compensation Claim: \$50,000**

15 **48. 3. Developed Multispectral/Hyperspectral Imagery Applications Program**

16 In September 1977, Plaintiff moved his employment to then-TRW Systems, now a part of  
17 **Northrop Grumman Corporation**. As part of this new position, Plaintiff was required to learn  
18 the discipline of imagery intelligence. In the process of doing so, Plaintiff discovered the field of  
19 multispectral imagery, and its principal collection platform, LANDSAT. Plaintiff began to search  
20 for national security programs that utilized multispectral imagery. He found a minor tactical  
21 application, but to his amazement, there wasn't any program in any security system that was  
22 working on the strategic applications of this then-relatively new technology.

23  
24 **49.** Plaintiff began his quest to introduce the strategic applications of multispectral imagery  
25 technology by writing a white paper, in October 1978, which he then sent to two officers at



1 Strategic Air Command headquarters. One of these officers, **Lt. Colonel R. L. (Rob) Hoover** of  
2 Strategic Air Command's Intelligence organization, took Plaintiff's white paper to Washington,  
3 and for a week he went around to all of the appropriate intelligence community offices, told  
4 people what Plaintiff was proposing, and asked what they thought.

5 **50.** Without telling Plaintiff what was said by anyone, Colonel Hoover simply requested a  
6 briefing on this subject as soon as possible. Plaintiff complied by presenting two briefings to a  
7 high-level audience on 26 January 1979. As a result, Strategic Air Command asked the Plaintiff  
8 to accept a contract to assist it and the Joint Strategic Target Planning Staff (JSTPS) in utilizing  
9 multispectral imagery to enhance their mission performance.

10 **51.** Plaintiff moved from **Northrop Grumman Corporation** to the **Science Applications, Inc**  
11 with the goal of pursuing this opportunity. Plaintiff changed employers because **Northrop**  
12 **Grumman Corporation** stated emphatically that it had no interest in pursuing this new business  
13 opportunity, while **Science Applications, Inc** said that it would permit Plaintiff to pursue said  
14 contract.

15 **52. Science Applications, Inc** then reneged on its promise to allow Plaintiff to pursue the  
16 multispectral imagery contract with the Strategic Air Command. The Strategic Air Command  
17 then decided to do this work itself in-house by establishing the SAC LANDSAT Application  
18 Program (SLAP). **Science Applications, Inc** feared that the money for the multispectral imagery  
19 contract would come from the budget that funded **Science Applications, Inc.'s** weapons effects  
20 contracts, and thus tried to kill the multispectral imagery effort at the Strategic Air Command.  
21 Plaintiff was clearly hired by **Science Applications, Inc** under false pretenses.

22 **53.** Multispectral imagery has evolved into hyperspectral imagery, which has resulted in the  
23 establishment of an entirely new segment of the defense business with numerous companies  
24  
25

1 realizing corporate revenues from Plaintiff's original work, for which he has never earned any  
2 compensation whatsoever. Also, at least a portion of his work was used to establish yet another  
3 segment of the National Security Establishment with the advent of measurement and signature  
4 intelligence (MASINT).

5 **54.** The Plaintiff's expenditures for the briefings, books, travel, etc. associated with his original  
6 work cost him thousands of dollars for which, to reiterate, he has never realized any return.

7 Plaintiff made these expenditures under the assumption that they were **investments** in his career,  
8 for which he would realize a healthy return, given the impact of his intellectual property  
9 on national security.

10 **55.** Instead, these expenditures turned out to be **costs**, due to his negative return on investment.

11 To be abundantly clear, Plaintiff did not "invent" multispectral imagery, nor was he the first to  
12 consider this technology for national security applications. But Plaintiff was the first to establish  
13 a coherent examination of how multispectral imagery could enhance United States National  
14 Security; the first to identify specific applications/targets of multispectral imagery to enhance  
15 national security; and the first to develop a coherent and robust plan for exploiting multispectral  
16 imagery for national security applications. As result of these contributions, Plaintiff is told that  
17 within the U.S. intelligence community, he is considered the originator of what we have today in  
18 this arena. There are numerous programs in the intelligence community/Department of Defense  
19 devoted to multispectral/hyperspectral imagery. Clearly, Plaintiff's original contributions to this  
20 arena have paid large dividends to both the U.S. Government and its contractor community.

21 Plaintiff, as the originator of all of this, has received nothing. Since Plaintiff's original  
22 intellectual property spawned the national security applications of multispectral/hyperspectral  
23 imagery, as well as a new segment of the defense industry, it is clear that his intellectual property  
24  
25

1 is still in use. Therefore, the statute of limitations has not expired, thus making the Plaintiff  
2 eligible for compensation, however belated.

3 **56.** By the summer of 1980, **Science Applications, Inc** had reneged on its promises to Plaintiff  
4 regarding the multispectral imagery opportunity. During that summer, Plaintiff gave several  
5 presentations at Strategic Air Command Headquarters on space force structure planning. Given  
6 that **Science Applications, Inc** had reneged on its promises, and given that the Strategic Air  
7 Command determined its need for Plaintiff's skills in both areas, it decided to ask Plaintiff to  
8 form his own company for the purposes of doing all of the planning and analysis to determine its  
9 roles and missions in space.

10 **57.** But shortly after Plaintiff had left **Science Applications, Inc** to conform with the  
11 opportunities presented by the Strategic Air Command, there occurred a terrible case of  
12 espionage at the Strategic Air Command headquarters that has never been made public. As a  
13 result, then-Secretary of Defense Harold Brown issued an order that forbid the Strategic Air  
14 Command from contracting directly with private contractors. The Strategic Air Command  
15 therefore attempted to get funding for Plaintiff from other parts of the National Security  
16 Establishment. The letter from the Strategic Air Command's Vice Commander-in-Chief, **Lt.**  
17 **General George D. Miller**, to his counterpart at Air Force System Command, **Lt. General**  
18 **Robert M. Bond**, is presented as **Exhibit 4**. General Bond not only declined to fund Plaintiff's  
19 project, but he wanted all of Plaintiff's intellectual property to date for free. While General  
20 Bond's lack of professionalism clearly demonstrates the intra-service rivalry that existed between  
21 the Strategic Air Command and Air Force Systems Command (AFSC), Plaintiff should not be  
22 expected to suffer the adverse monetary consequences of this situation.  
23  
24  
25

1 **58.** At the very least, Plaintiff is due the fee established by the Lehman formula for finding  
2 capital for new business. Assuming that the total expenditures to date have been two billion  
3 dollars (\$2B) for hardware and software, imagery analysis and exploitation, etc. leads to the  
4 value of the Plaintiff's claim. This claim is based upon the programs known to the Plaintiff,  
5 many of which are identified in the book **Code Names** by William M. Arkin, as well as the job  
6 openings that have been listed over the past decade on the web site [www.intelligencecareers.com](http://www.intelligencecareers.com).

7 **59.** This estimate is considered to be quite conservative, and it is likely that a procurement  
8 professional that specializes in the financial aspects of national security systems would compute  
9 a higher value. Such a description may require the disclosure of highly classified material, but if  
10 anyone with standing wishes for this to be done, it's likely that appropriate accommodations  
11 could be realized.  
12

13 **Compensation Claim: \$20,000,000**  
14

15 **60. 4. Provided foundation for the Military LANDSAT Space System (includes ground**  
16 **station).**

17 Obviously, in order to develop and exploit for national security purposes, multispectral and  
18 hyperspectral imagery has to be collected. In **Exhibit 5**, some of the space hardware that has been  
19 used to accomplish this mission is listed. Plaintiff has been told of a large classified space  
20 program dedicated to the collection of this type of imagery. Plaintiff has two sources for this  
21 information, one of whom is a retired Air Force colonel as well as a Central Intelligence Agency  
22 retiree, **Marvin Richman**. His meeting with Mr. Richman was on the Friday afternoon before  
23 Memorial Day in 1984, at which time he told Plaintiff that he had just been to a meeting of the  
24 Air Force Scientific Advisory Board. Mr. Richman had seen Plaintiff's original briefing  
25

1 presented at that meeting, and that it had numerous security classification stamps on it, once  
2 again proving that Plaintiff was the originator of this program. However, this program may have  
3 been consolidated into LANDSAT 7, which the Department of Defense co-sponsored with  
4 NASA. Should this be the case, it would reduce Plaintiff's fee by an amount to be determined.

5 **61.** When Plaintiff gave his original briefing at Strategic Air Command headquarters in 1979, he  
6 overheard one Air Force officer tell another one that the intelligence community did not know  
7 what to do with an infrared imagery collection payload that was already on orbit. This assists in  
8 validating the fact that Plaintiff was in fact the first to understand the national security  
9 applications of multispectral imagery.  
10

11 **62.** At the very least, Plaintiff is due the fee established by the Lehman formula for the  
12 identification of capital for new business. Many of the companies knew of Plaintiff's role in  
13 establishing the robust business segment of the defense industry tied to  
14 multispectral/hyperspectral imagery, and simply blew him off when he sought consulting  
15 opportunities. Thus, the United States Government, having certified these companies as  
16 competent, ethical, etc. to help provide for the common defense, is ultimately responsible for  
17 their behavior. Therefore, the Government is liable for the Plaintiff's just compensation. Again,  
18 based upon an analysis by both the Plaintiff and a retired chief engineer at one of the country's  
19 large space system providers, a conservative estimate of the expenditures for spacebased  
20 hardware, as well as ground station hardware and software is two billion dollars (\$2B), which  
21 leads to the value of the Plaintiff's compensation claim.  
22

23 **63.** This estimate is considered to be quite conservative, and it is likely that a procurement  
24 professional that specializes in the financial aspects of national security systems would compute  
25

1 a higher value. Such a description may require the disclosure of highly classified material, but if  
2 anyone with standing wishes for this to be done, it's likely that appropriate accommodations  
3 could be realized.

4 **Compensation Claim: \$20,000,000**

5  
6 **64. 5. Developed the Satellite Communication Relay concept, which became the M-22**  
7 **Tactical Network.**

8  
9 In 1976, while working on a study for an advanced reconnaissance satellite at **The Boeing**  
10 **Company**, Plaintiff developed a satellite self-relay concept to support tactical users of collected  
11 intelligence in near real time. Without discussing it with the Plaintiff, personnel of **The Boeing**  
12 **Company** took Plaintiff's concept (originally called "The Keehn Concept"), which required a  
13 comprehensive knowledge of tactical command, control and communication (C3) systems, and  
14 began to brief it around the intelligence community. Knowledge of tactical C3 systems is very  
15 rare among engineers in the defense industry, thus this knowledge base was a part of Plaintiff's  
16 unique skill set.

17  
18 **65.** As a result, The Keehn Concept was funded, it was designated the M-22 Tactical Network  
19 (MTN), and it is reportedly still in use. Plaintiff never received any compensation, other than his  
20 meager paycheck, for his efforts that led to the MTN. Had he been a uniformed officer of the  
21 United States Armed Forces, he would very likely have received career recognition, awards and  
22 an early promotion.

1 **66.** This would have occurred as a result of the fact that the intelligence community at that very  
2 time was considering deploying a three-satellite system that became unnecessary as a result of  
3 The Keehn Concept, thus saving the taxpayers billions of dollars over several decades.

4 **67.** At the very least, Plaintiff is due the fee established by the Lehman formula for the  
5 identification of capital for new business, and for the just-mentioned savings for taxpayers. This  
6 leads to the total value of Plaintiff's compensation claim.

7 **Compensation Claim: \$20,000,000**

8 **68. 6. Developed system and operational concepts for utilization of the STS for Crisis**  
9 **Reconnaissance.**

10 In 1977, President Carter was on the verge of canceling the Space Transportation System, more  
11 commonly know as the Space Shuttle (hereinafter Shuttle). As a result, a retired **Air Force**  
12 **colonel, Dr. Gordon Orm**, whom Plaintiff had met on his first day of employment at **Northrop**  
13 **Grumman Corporation**, came to the Plaintiff searching for additional missions for the Shuttle  
14 that might keep it from being canceled. Plaintiff, having just completed the Crisis Management  
15 course in his self-designed doctoral program, suggested that the Shuttle could be used for crisis  
16 reconnaissance for areas of the global where coverage by the on-orbit reconnaissance satellites  
17 was insufficient for the requirements of the National Command Authority (NCA).  
18

19 **69.** Dr. Orm liked the idea, and he immediately wrote a proposal, which was then funded by **Dr.**  
20 **James Babcock**, then-Deputy Assistant Secretary of Defense for Intelligence. Plaintiff managed  
21 this study until his departure for **Science Applications, Inc.** But by that time, the management of  
22 **Northrop Grumman Corporation**, having told Dr. Babcock and his people that they did not  
23 know what they were doing, resulted in a cancellation of the program. The program was funded  
24 yet again, this time to **Science Applications, Inc**, where Plaintiff worked on it again. **Science**  
25

1 **Applications, Inc** was teamed with **Rockwell International**, now a part of **The Boeing**  
 2 **Company**.

3 **70.** The program evolved into a series of payloads that could be deployed on the Shuttle for use  
 4 in crisis reconnaissance. Again working with the retired chief engineer referenced above, a value  
 5 of \$2.5B was computed as the total value of the payloads to be utilized in this program. (See  
 6 **Exhibit 6)**

7 **71.** At the very least, Plaintiff is due the fee established by the Lehman formula for the  
 8 identification of capital for new business, and for the just-mentioned savings for taxpayers. This  
 9 leads to the total value of Plaintiff's compensation claim.

10 **Compensation Claim: \$25,000,000**

11 //

12  
 13 **DESCRIPTION OF TASKS COMPLETED RELATED TO NATIONAL POLICY AND**  
 14 **GUIDANCE DEVELOPMENT**

15 **72 7. Identified ten missions for spent upper stages (e.g. the Inertial Upper Stage**  
 16 **[IUS]) for operational support to strategic forces.**

17 In this task, which began in 1981, Plaintiff developed ten potential missions for spent  
 18 upper stages, which boost satellites from low earth orbit into geostationary orbit, and  
 19 then were intended to become \$100 million pieces of space junk in the case of the IUS  
 20 These vehicles are also known as orbital transfer vehicles (OTVs). Plaintiff was the first  
 21 to attempt to convert these vehicles into usable satellites in their own right. At the time  
 22 that Plaintiff commenced this task, it was considered so far out of the mainstream of  
 23 thinking about the future of space as a critical national security arena that no one in  
 24 Government had any idea what to do with the concept. At the request of senior leadership  
 25



1 of the Air Force, Plaintiff briefed **Dr. Hans Mark**, then NASA Administrator and former  
2 Secretary of the Air Force, to get his input. On November 18, 1981, Plaintiff went to the  
3 White House to brief **Dr. Victor H. Reis**, then-Assistant Director of the Office of Science and  
4 Technology Policy in the Executive Office of the President. While Plaintiff did not  
5 receive a contract to further develop the concept of utilizing OTVs, he started a process  
6 that led to their use, for which he spent many thousands of dollars of his own funds, and  
7 for which he never received any monetary compensation whatsoever. The fact that these  
8 vehicles became a part of the national security space force structure makes his work  
9 relevant to this day, and thus subject to compensation.

10  
11 **73.** This technological innovation purportedly became a highly classified program when it was  
12 illegally misappropriated by a retiring Air Force general who didn't understand military  
13 operations. Thus, that particular program was cancelled after two years. Plaintiff has three  
14 sources who have independently verified this allegation, and he will seek sworn affidavits from  
15 these gentlemen if the Court and/or defendant should desire them.

16 **74.** Plaintiff did extensive research and analysis to support his comprehensive briefing  
17 on his proposal; he traveled to Washington to brief senior members of the Department of  
18 the Air Force, and White House. (See **Exhibit 7**). Plaintiff spent approximately two  
19 man-years on this task.

20  
21 **75.** At the very least, Plaintiff is due the value of the opportunity costs plus his accounting  
22 costs associated with the generation of his intellectual capital development plus intellectual  
23 property in this significant contribution to the security of the United States.

24 **Compensation claimed: \$1,080,000**

1 **76. 8. Developed a series of electronic warfare methods against adversary satellites to**  
2 **enhance strategic operations.**

3 This task was commenced in 1980 while the Plaintiff was employed by **Science**  
4 **Applications, Inc.** The objective was to provide the developers of strategic operations  
5 plans and concepts an understanding of the utility of so-called "soft" kill options that  
6 could be provided by utilizing electronic warfare techniques against adversary space  
7 systems, and to provide a first-cut doctrine for its employment..

8 **77.** When it became clear that this task was not going to get funded without doing  
9 some work on it first, **Science Applications, Inc** lost all interest in this project, and  
10 terminated Plaintiff's employment. At this point, the former Strategic Air Command told  
11 Plaintiff that if he were to form his own company, it would provide him contracts to do all  
12 of the initial planning and analysis for Strategic Air Command roles and missions in space.  
13 Plaintiff formed **Strategic Systems Sciences, Incorporated** (in 1981), a California  
14 corporation, which he then abandoned in 1990.

15 **78.** The electronic warfare project was just one of the tasks undertaken by the Plaintiff  
16 in the arena of Strategic Air Command roles and missions in space. Plaintiff traveled to  
17 Strategic Air Command Headquarters in October 1981 to brief numerous members of the  
18 Headquarters staff, including **Colonel Ed Mishu**, who was director of electronic warfare  
19 systems and operations for the Strategic Air Command. He stated that Plaintiff's briefing on  
20 the utilization of electronic warfare against Soviet satellites to enhance Strategic Air  
21 Command operations was "the best that I have heard on this subject." He then sent twixs  
22 to all relevant funding sources in an attempt to get Plaintiff's task funded. **Colonel**  
23 **Robert Seh**, (previously at Strategic Air Command headquarters) senior member of the  
24  
25

1 Office of the Joint Chiefs of Staff, tried valiantly to get funding for the project, but was  
2 not successful.

3 **79.** However, in 1987, Plaintiff found that his work had been funded to another  
4 company. An Air Force lieutenant colonel informed Plaintiff that the Air Force  
5 simply did not award contracts to companies that did not employ retired colonels or  
6 higher ranked retired officers, and that this is why the funding sources within the  
7 Air Force that possessed the ability to award contracts would not fund Plaintiff's  
8 **Strategic Systems Sciences**, no matter how much the combatant commands desired  
9 that they do so. As a result, Plaintiff provided the guidance for this program, but the  
10 funding went to those who had retired colonels on staff. But since Plaintiff original work  
11 is still in use, it is subject to compensation.  
12

13 **80.** At the very least, Plaintiff is due the value of the opportunity costs associated with  
14 this task, which include the value of time spent learning the issues in his self-designed  
15 doctoral program. He is also due all accounting costs, including those associated with this  
16 task, plus an amortized portion of the just-mentioned doctoral program.

17 **Compensation claimed: \$432,000**

18 **81. 9. Developed utilization concept for retired boosters (e.g., the THOR) to enhance**  
19 **United States strategic operations.**

20  
21 In 1983, a vice president of what was then the Martin Marietta Corporation told the Plaintiff that  
22 the United States Air Force had nine retired THOR intermediate range ballistic missiles (IRBMs)  
23 left in its inventory. He said that if a mission for these birds could not be found fairly quickly,  
24 they were going to be given to various museums throughout the country. Since he thought that  
25

1 there surely must be a better utilization for these missiles, he asked the Plaintiff to find such a  
2 mission(s).

3 **82.** After much thought and study, Plaintiff noted that the flight characteristics of the THOR were  
4 almost identical to the SSN-6 Soviet submarine-launched ballistic missile (SLBM). This SLBM  
5 was at the time the principal threat to the Strategic Air Command's bomber force vis-à-vis a  
6 surprise attack. Without going into greater detail, suffice it to say that Plaintiff wrote a white  
7 paper that proposed the use of the THOR to kick-off Strategic Air Command's annual major  
8 exercise. Plaintiff submitted his white paper to both the Headquarters of the Strategic Air  
9 Command and to the Air Force System Command's Space Division. **Colonel Victor Whitehead,**  
10 **Director of Launch Vehicles at Space Division** was favorably disposed to the Plaintiff's concept  
11 to the point that he canceled the transfer of the remaining THOR missiles to museums. While  
12 Plaintiff's proposal was never adapted out of fear within the Air Force that such a test would  
13 uncover flaws in various tactical warning systems, Plaintiff's intellectual property was  
14 nonetheless the type of intellectual property that the Defense Department contracts for with so-  
15 called "think tanks."

17 **83.** Thus, as presented in **Exhibit 8**, Plaintiff's intellectual property contributed to the thinking of  
18 Strategic Air Command's most senior leadership. Since Strategic Air Command's corporate  
19 knowledge base was thus expanded, and that knowledge base is still in residence at United States  
20 Strategic Command, it is subject to compensation, however belated.

22 **84.** At the very least, compensation for this task should be the total of Plaintiff's accounting costs  
23 associated with the generation of his intellectual property, plus the value of his opportunity costs  
24 associated with this task.

25 **Compensation Claim: \$72,000**

1 **85. 10. Identified ten satellite relay services in support of Department of Defense roles and**  
2 **missions.**

3 In the 1984-85 timeframe, Plaintiff developed ten satellite relay concepts to reduce costs of  
4 national defense. As one example, Plaintiff proposed that instead of deploying more than 20  
5 signals intelligence specialists in the cabin of airborne collection platforms, these military  
6 personnel be put in a satellite ground station in the United States. "The take" from the airborne  
7 collection platform would then be backhauled through a communication satellite to this ground  
8 station. One such platform is the Navy's EP-3, one of which was shot down and forced to land in  
9 China in 2001

10 **86.** This approach to signals intelligence collection would preclude the deployment of the  
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aforereferenced specialists from having to be stationed overseas, it would also permit the  
reduction in the number of crews, and a host of additional savings. When Plaintiff contacted the  
**Naval Security Group** headquarters with this concept of operation, he was told that the concept  
may not be as good as sliced bread, but it was close. In other words, they liked the concept; the  
**Air Force was equally enthusiastic.** Other parts of the DoD also endorsed this concept, but by  
this time Plaintiff had run out of money, and had gone to work for what is now **Northrop**  
**Grumman Corporation**, and they killed it in a manner that would require too much of this  
Court's valuable time to explain. However, by having a defense contractor that does not have the  
best interests of the United States' security as its goal when making business decisions, is the  
fault of the Government, not the Plaintiff's.

23 **87.** The Government is therefore liable for the Plaintiff's costs in the pursuit of not only this  
24  
25  
satellite relay concept, but also nine others of equally potential payoff in cost savings afforded by  
new operational concepts for critical missions. Plaintiff's basis of estimate for his claim here is

1 the time that he spent developing these potential relay missions as well as the time spent learning  
2 military strategy, doctrine and operations. He is also concerned that **Northrop Grumman**  
3 **Corporation's** behavior not only cost the taxpayers a lot of savings on critical missions, but also  
4 damaged his career. However, it should be noted that a senior manager at **Northrop Grumman**  
5 **Corporation** did in fact pursue some of these relay missions without a full comprehension of the  
6 missions. He therefore failed in his attempt to establish what **Dr. J. Robert Burnett**, deputy  
7 Space and Defense Sector executive officer at **Northrop Grumman Corporation**, concluded  
8 would have been an entirely new line of business for the company. The Department of Defense is  
9 believed to be suffering to this day due to the lack of these relay missions. The shoot-down of the  
10 Navy's EP-3 in 2001 is a prime example.

11  
12 **88.** At the very least, compensation for this task should be the total of Plaintiff's accounting costs  
13 associated with the development and production of briefing materials, etc. plus the value of his  
14 opportunity costs.

15 **Compensation Claim: \$432,000**

16 **89. 11. Developed roles and missions for Strategic Air Command's Space Master Plan**

17 Plaintiff was convinced that Strategic Air Command would eventually find a funding source, so  
18 he kept working on the tasks that he expected to perform under contract, and he eventually  
19 developed a detailed methodology, shown in **Exhibit 9**, and provided it to the Strategic Air  
20 Command for free. Plaintiff presented his methodology to the appropriate the Strategic Air  
21 Command officers, who approved Plaintiff approach to the task at hand.

22  
23 **90.** The fact that the fine people at the Strategic Air Command accidentally defrauded him by  
24 being unable to persuade any funding sources within the Government to provide the Plaintiff  
25 funding for the agreed upon task should does not relegate Plaintiff's time as unworthy of

1 compensation. Therefore, his generated intellectual property should serve as a basis for  
2 compensation for a portion of the goods and services that he generated.

3 **91.** Plaintiff rose each morning at 6:30 for nearly a year, and wrote for most of the day. He  
4 generated a detailed assessment of the Strategic Air Command's roles and missions in space.  
5 Plaintiff is still in possession of this material.

6 **92.** At the very least, Plaintiff is due the value of the opportunity costs for the year that he spent  
7 generating the roles and missions material, as well as a pro-rated amount of his self-designed  
8 doctoral program. Plaintiff should also be reimbursed for all of his accounting costs for his travel  
9 to Strategic Air Command headquarters near Omaha in which the particulars of the task were  
10 negotiated with senior Strategic Air Command officers.

11 **Compensation Claim: \$1,440,000**

12  
13 **93. 12. Provided United States Space Command with an approach to military space**  
14 **strategy, which was then implemented.**

15 In 1985, Plaintiff served on a defense industry-wide panel whose charter it was to develop  
16 options for establishing a national military space strategy that could be implemented by the Air  
17 Force Space Command. Plaintiff does not seek full compensation for this effort, as he agreed to  
18 participate in the work of this panel as a part of his duties at **Northrop Grumman Corporation.**

19 **94.** In November 1985, after six months of work by the panel, which was chaired by Air Force  
20 Reserve **Major General Frank D. Watson**, it decided to recommend to the Air Force Plaintiff's  
21 approach to the development of military space strategy. It is described herein so that the Court  
22 will better understand tasks presented below for which compensation is sought. However, let it  
23 be known that Plaintiff did most of this task on his own time, and did not receive any recognition  
24 for his efforts, either from the Air Force or **Northrop Grumman Corporation.** After an 18-  
25

1 month review process, the United States Space Command, the parent organization of Air Force  
2 Space Command, decided to implement Plaintiff's recommendations for the development of a  
3 national military space strategy. A detailed presentation of the strategy can be provided upon  
4 request.

5 **95.** Plaintiff's accomplishment provided **Northrop Grumman Corporation** the opportunity to  
6 improve its offerings to the Department of Defense by manifesting its understanding of the  
7 military strategy and doctrine used to support the systems that it built, and it failed to do so. This  
8 not only cost the taxpayers money, but also the Plaintiff, because he did not realize any reward  
9 from his contribution to United States national security.

10 **96.** **Northrop Grumman Corporation** also had this opportunity to take credit for Plaintiff's  
11 contribution to national policy and guidance, but it did not do so. This was due to it not  
12 understand anything about how the National Security Establishment functions, and therefore it  
13 had no knowledge as to the significance of Plaintiff's intellectual property. The fact that  
14 **Northrop Grumman Corporation** demonstrated its lack of interest in United States security  
15 should not accrue to the detriment of the Plaintiff when he made a serious contribution to the  
16 missions of the United States' Armed Forces.

17 **97.** As an example, in 1987, **Northrop Grumman Corporation** hosted a national meeting of the  
18 Satellite Assembly, Maintenance and Servicing community. The symposium began with a  
19 briefing by an Air Force colonel who had come out to **Northrop Grumman Corporation** in  
20 Redondo Beach, California from Washington. He began his briefing by presenting the national  
21 military space strategy that originated with Plaintiff's strategy from his 1985 proposal to Air  
22 Force Space Command. Rather than point this out to this industry-wide audience, **Northrop**  
23 **Grumman Corporation** management simply sat there, and said nothing because they lacked an  
24  
25



1 understanding of the role of military strategy in the procurement process. Also, as a general rule,  
2 they did not recognize anything for which they could not take personal credit.

3 **98.** The ultimate responsibility for these failures is the Department of Defense (hereinafter DoD).

4 It is the DoD that certifies contractors as competent and ethical to assist in providing for the  
5 common defense. So when a defense contractor directs one of its employees to perform a  
6 particular task in this regard, in this case the Plaintiff, and then does not recognize, reward, or  
7 exploit in a positive sense the accomplishments of said employee, the DoD is responsible for  
8 such dereliction.

9 **99.** The DoD implicitly acknowledged this responsibility in the late 1980s when it assisted  
10 **Northrop Grumman Corporation** in establishing the GainSharing bonus program in which the  
11 DoD funded the rewarding of outstanding performance by **Northrop Grumman Corporation**  
12 employees. The DoD did this because it told **Northrop Grumman Corporation** that it did not  
13 treat its high-performance employees well. Therefore, Plaintiff seeks compensation based upon  
14 the time and effort that he spent in generating his proposed military space strategy, for which he  
15 was never compensated.  
16

17 **100.** Specifically, Plaintiff's compensation should be based upon the value of his opportunity  
18 costs, plus the accounting costs, which include an amortized portion of his self-designed doctoral  
19 program, from which he developed the relevant intellectual capital. Plaintiff employed this  
20 intellectual capital in the development of the military space strategy implemented by United  
21 States Space Command. It is the opportunity costs and the accounting costs associated with this  
22 aspect of his contribution for which he seeks compensation.  
23

24 **Compensation Claim: \$576,000**

25 **101. 13. Developed a series of space force structure planning databases.**

1 In 1987, as a part of an internal project at **Northrop Grumman Corporation**, Plaintiff  
2 developed a series of space force structure planning databases to be used as planning tools for a  
3 host of lines of business at **Northrop Grumman Corporation**. While reformatted at **Northrop**  
4 **Grumman Corporation's** very minimal expense, Plaintiff had developed the content of these  
5 databases while he owned **Strategic Systems Sciences, Incorporated**. This was a part of  
6 Plaintiff 's effort to establish the Strategic Air Command's roles and missions in space. Once this  
7 was accomplished, it was not difficult for the Plaintiff to extend this effort to the other Armed  
8 Services, particularly after the intellectual property that he generated during the aforementioned  
9 task on developing military space strategy. But when the United States Space Command heard  
10 about these databases, they asked to see them. Plaintiff proceeded to the headquarters of United  
11 States Space Command in Colorado Springs with a presentation with **Northrop Grumman**  
12 **Corporation's** support and approval. To summarize the results, **Vice Admiral William E.**  
13 **Ramsey**, then-Deputy Commander-in-Chief of United States Space Command had been asking  
14 his staff for just these types of databases, and one in particular. See **Exhibit 10.**  
15  
16 **102.** Admiral Ramsey requested Plaintiff's assistance in writing an operational plan (OPLAN)  
17 for each theater commander worldwide. Plaintiff also had the support of several other admirals  
18 and generals who saw his databases, including Navy **Rear Admiral Jerry Breast, Rear**  
19 **Admiral Richard C. Macke, Army Brigadier General Robert E. Hughes, and other flag**  
20 **rank officers.** But, **Northrop Grumman Corporation** refused to allow Plaintiff to accept the  
21 Admiral's offer. However, Plaintiff once again demonstrated that he understood how to utilize  
22 space for national security purposes, and had he been permitted to accept the contract offered by  
23 Admiral Ramsey, Plaintiff's career would have been dramatically enhanced.  
24  
25

1 **103.** In this same timeframe, Admiral Macke, who was then Commander of the **Naval Space**  
2 **Command**, requested that the Plaintiff travel to his headquarters in Dahlgren, Virginia to assist  
3 him in updating the Naval Space Command Master Plan. The management of **Northrop**  
4 **Grumman Corporation** refused the admiral's request. Given that **Admiral Macke became**  
5 **Commander-in-Chief of Pacific Command, the second highest-ranking officer in the Navy,**  
6 just a few years later, there is a strong likelihood that Plaintiff career would have been  
7 dramatically enhanced if he had been permitted to accept this opportunity, to say nothing about  
8 his potential contribution to the Navy.

9 **104.** Once again we have an instance in which a defense contractor was not interested in what  
10 was best for the country or the career of one of its employees, in this case the Plaintiff. But while  
11 the country continues to survive, this instance, as well as several others, did irreparable damage  
12 to Plaintiff's career, and the Government knew it. Therefore, the Government is liable for  
13 **Northrop Grumman Corporation's** malfeasance since it did in fact benefit to some degree  
14 from plaintiff's effort. A part of the principal database was given to United States Space  
15 Command, and it therefore knew how to regenerate Plaintiff's databases.

16 **105.** Plaintiff allowed **Northrop Grumman Corporation** to take credit for intellectual property  
17 that he had produced while sole proprietor of **Strategic Systems Sciences**, and they destroyed  
18 this opportunity both for itself and the Plaintiff. Because the Government knew about this  
19 situation, but refused to attempt to rectify it, it is liable for the losses the Plaintiff suffered by not  
20 being able to benefit from both his own intellectual property and intellectual capital. At the very  
21 least, the computed liability includes amortization of the accounting cost of more than 1100  
22 references used in generating the databases, plus the value of the opportunity cost associated with  
23 the time that the Plaintiff spent generating the databases. Admiral Ramsey's staff estimated that it  
24  
25

1 would require 18 man-months to regenerate these databases, so this will serve as Plaintiff basis  
2 of estimate of the value of the opportunity cost for his compensation claim.

3 **Compensation Claim: \$2,160,000**

4 **106. 14. Provided support to the Central Intelligence Agency's Office of Strategic Research**  
5 **(hereinafter OSR) and the President's National Security Advisor on the generation of the**  
6 **first National Intelligence Estimate (hereinafter NIE) on the Soviet space force structure.**

7 In the late 1970s, when the Plaintiff was working on his self-designed doctoral program in force  
8 structure planning, he studied both arms control and the Soviet space force structure. This led to  
9 the Plaintiff developing an analytical assessment of the strategic center of gravity of the Soviet  
10 space force structure. As a result, a senior manager at **Northrop Grumman Corporation** asked  
11 Plaintiff to assist then-retired **Major General David D. Bradburn**, who was the representative  
12 of the Joint Chiefs of Staff to the Helsinki negotiations with the Soviets on space arms control.

13 **107. When the Central Intelligence Agency 's Office of Strategic Research** heard about  
14 Plaintiff's intellectual property, it requested the opportunity to review it. After this review, the  
15 **Central Intelligence Agency** told Plaintiff that President Carter's National Security Advisor  
16 **Zbigniew Brzezinski** had requested that the **Central Intelligence Agency** produce the first  
17 National Intelligence Estimate on the Soviet space force structure. The **Central Intelligence**  
18 **Agency** requested that **Northrop Grumman Corporation** permit Plaintiff to go to **Central**  
19 **Intelligence Agency** headquarters in Langley, Virginia to assist it in its preparation of the  
20  
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25  
aforementioned NIE.

23 **108. Northrop Grumman Corporation** emphatically refused to yield to the **Central**  
24 **Intelligence Agency's** request with the assertion that it did not understand Plaintiff's analysis.  
25 But the reality is that no one in Plaintiff's management at **Northrop Grumman Corporation**

1 even tried to understand his intellectual property. But others in management understood it very  
2 well. The **Central Intelligence Agency** personnel working on the NIE (Plaintiff does not want to  
3 use the names of these people although he remembers them well) asked their management to  
4 intercede with **Northrop Grumman Corporation** management to attempt to get Plaintiff to  
5 **Central Intelligence Agency** headquarters to work on the NIE. **Central Intelligence Agency**  
6 management refused, stating that for its request to be denied by **Northrop Grumman**  
7 **Corporation** was an indication to them that “something’s going on there of which we are  
8 unaware, and we need to stay out of it.” While a perfectly common path of least resistance,  
9 Plaintiff asserts that it was the **Central Intelligence Agency’s** duty to find out what was going, if  
10 it truly believed that Plaintiff’s services were required in order to provide Dr. Brzezinski the best  
11 product possible.  
12

13 **109.** To make a long story succinct, Plaintiff and the **Central Intelligence Agency** found a way  
14 to get together, and Plaintiff did in fact assist in the preparation of the NIE. In fact, the **Central**  
15 **Intelligence Agency** sent Plaintiff a draft copy of its NIE for review, thus verifying the  
16 significance of Plaintiff support. Plaintiff is informed that for the **Central Intelligence Agency**  
17 to request assistance from someone who was not a **Central Intelligence Agency** employee in the  
18 production of an NIE was extraordinarily unusual.  
19

20 **110.** In 1988, United States Space Command requested that Plaintiff be permitted to travel to  
21 Geneva ASAP to assist the United States negotiators for the Geneva negotiations on space arms  
22 control. The Soviet delegation informed the United States negotiators of its desire to use the  
23 Clausewitzian concept of the strategic center of gravity as a means of establishing a negotiating  
24 framework. The United States team had no idea what the Soviets were talking about. But then-  
25 Air Force **Colonel Richard Szafranski**, Director of the Commander-in-Chief’s Study Group at

1 United States Space Command, knew that Plaintiff had also developed this approach as a  
2 negotiating framework, and thus, through him, Space Command made its request.

3 **111.** Again, the management of **Northrop Grumman Corporation** denied the Government's  
4 request. As a result in both of these tasks, the Government's efforts to reach an arms control  
5 accord with the Soviets were impended, as was the opportunity for Plaintiff to enhance his career  
6 in potentially dramatic fashion. Since the Government allowed **Northrop Grumman**  
7 **Corporation's** decisions to stand, it is liable for impeding the Plaintiff's career. Plaintiff thus  
8 seeks compensation for both the development costs of his unique intellectual capital, and the loss  
9 of the opportunity to employ this intellectual capital in a manner that would have benefited both  
10 the United States as well as the Plaintiff's career. **[Plaintiff is informed and therefore believes**  
11 **that the most likely reason that all of the Government's requests for his assistance**  
12 **presented herein were denied by Northrop Grumman Corporation so as to not to disrupt**  
13 **the use of his name in the Central Intelligence Agency's Evil Twin program. See Exhibit**  
14 **20.3. On five occasions between 1978 and 1988, the United States Government requested**  
15 **Plaintiff's assistance in developing solutions to high-value national security problems, and**  
16 **in all five instances Northrop Grumman Corporation told the Government that it would**  
17 **not honor its request. This raises grave questions on a number of levels.]**

18  
19 **112.** Plaintiff's basis of estimate of his accounting costs for this specific compensation claim is  
20 based upon the amortized time and costs of his self-designed doctoral program, from which the  
21 just-mentioned intellectual capital was developed, plus the value of his opportunity costs for  
22 being denied the aforereferenced opportunities.  
23

24 **Compensation Claim: \$144,000**  
25

1 **113. 15. Briefed the Strategic Air Command's Program Evaluation Group on Space as a**  
2 **Critical Strategic Arena.**

3 The former Strategic Air Command had a Program Evaluation Group (hereinafter PEG) of 20  
4 senior colonels, and chaired by a one-star general (**Brigadier General Stanford E. Brown** at the  
5 time) whose function was to establish Strategic Air Command's priorities for all 264 items in the  
6 Air Force budget. This was in 1981. Many of these budget items related to national security  
7 space systems for which the Strategic Air Command as a whole had little experience. As a result,  
8 senior leaders at the Strategic Air Command Headquarters, in particular **Brigadier General**  
9 **William L. Shields**, requested that Plaintiff create a briefing to assist members of the PEG in  
10 setting Strategic Air Command's priorities for these space systems in the Air Force budgeting  
11 process. The briefing's title is **Space as a Critical Strategic Arena.**  
12

13 **114.** Plaintiff did as requested with the sense that it might expedite the funding of his efforts in  
14 developing Strategic Air Command's roles and missions in space. Plaintiff's briefing  
15 accomplished its goals, as set forth in **Exhibit 11**. Many people in the defense industry would  
16 have loved to brief the PEG as a means of influencing the Strategic Air Command's priorities,  
17 and thus their own programs. However, Plaintiff was informed at the time of his briefing that he  
18 might have been the only one from the defense industry to ever be invited to brief the PEG.  
19 Plaintiff again spent his own time and money (getting the briefing typed, travel to Omaha, etc.),  
20 and never received any monetary compensation for this task.  
21

22 **115.** Plaintiff paid all expenses for the development and production of the briefing out of his own  
23 funds, and he is due, at the very least, the accounting costs associated with the time and effort  
24 required to develop his intellectual capital that, in turn, was used to develop this briefing.  
25 Additionally, Plaintiff's the expenses that he incurred in his travels associated with the

1 presentation of this briefing are also a part of his accounting costs. Plaintiff also seeks the value  
2 of the opportunity costs associated with this task.

3 **Compensation Claim: \$432,000**

4 **116. 16. Using a minor variation of the abovementioned briefing (Space as a Critical Strategic**  
5 **Arena), Dr. William Perry**, then an assistant secretary of defense in the Carter administration,  
6 briefed then-**President-elect Ronald Reagan** as a part of President-elect Reagan's transition  
7 process. Plaintiff was not told about this until the colonel who provided the briefing for Dr. Perry  
8 called Plaintiff, and told him that he had made a few minor changes to Plaintiff's briefing, and  
9 then gave it to Dr. Perry for presentation to President-elect Reagan and his defense transition  
10 team. As a result of this and other goods and services that the Plaintiff provided to the  
11 Government, he was asked to become Director of Space Policy in the Office of the Secretary of  
12 Defense for the incoming Reagan administration. Plaintiff declined this opportunity for reasons  
13 not relevant herein.  
14

15 **117. But Plaintiff saved the Government time and money by having written a briefing that was of**  
16 **sufficient quality to be presented to President Reagan. Plaintiff will defer to the Court as to**  
17 **whether he is due any compensation in this matter other than the accounting costs described**  
18 **above.**

19 **Compensation Claim: TBD**

20 **118. 17. Authored the Monograph "Strategic Utilization of Space Force Structures in a**  
21 **Protracted Strategic Conflict: A Net Assessment".**

22 In March 1980, Plaintiff authored a monograph of approximately one hundred pages in length.  
23 The actual writing of the document took less than a week, and was done while Plaintiff was an  
24 employee of **Science Applications, Inc.** The reason that Plaintiff was able to get this task done  
25



1 so quickly was that he had developed most of the issues presented in the document during his  
2 aforementioned doctoral program.

3 **119.** This Monograph was written as part of a **Science Applications, Inc.** contract with the  
4 **Department of Defense's Office of Net Assessment.** The document went on to have wide  
5 utilization after **Science Applications, Inc.** terminated Plaintiff, and this utilization was due  
6 strictly to the efforts of the Plaintiff.

7 **120.** The uses of the Monograph include becoming required reading by all relevant general  
8 officers at the Headquarters of the former Strategic Air Command, including then-Commander-  
9 in-Chief, **General Richard H. Ellis. Major General John T. Randerson,** then- Strategic Air  
10 Command's Deputy Chief of Staff for Communications and Electronics, wrote a memo to his  
11 fellow general officers that this Monograph was "indispensable" in his preparations for the  
12 Pentagon meetings in December 1980 at which the MILSTAR communication satellite was born.  
13 The Monograph was required reading for all uniformed officers in the Pentagon who dealt with  
14 space issues. It also became the keynote document for the course in Space Operations at the Air  
15 Force's Air Command and Staff College. See **Exhibit 12.**

16 **121.** While Plaintiff gave the Government permission to use his Monograph, it was with the  
17 expectation that it would lead to funded programs in which he could flesh out the issues  
18 articulated in the Monograph. At the very least, Plaintiff is owed the value of the opportunity  
19 costs that he incurred from understanding and developing the issues, plus the accounting costs for  
20 his travel to Washington and having the revision of the monograph typed.  
21

22 **Compensation Claimed: \$720,000**

23 **122. Briefed first Air Force-wide Symposium on Space Doctrine**  
24  
25

1 In November 1985, when Plaintiff was in Colorado Springs for the Conference described in  
2 Paragraph 91, there was another event occurring simultaneously. That event was the first Air  
3 Force-wide Symposium on Space Doctrine. As a result, Plaintiff was asked to come to the Space  
4 Doctrine Symposium to explain the fundamental differences between basic doctrine and  
5 operational doctrine, because the Air Force officers from doctrine development organizations  
6 from throughout the Air Force could not agree on the fundamental concept of what constituted  
7 doctrine.

8 **123.** After Plaintiff's impromptu lecture, **Colonel Dennis Drew from the Air War College**  
9 stated that he then understood what changes he must make to the curriculum at the Air Force's  
10 Air Command and Staff College and the Air War College. Plaintiff was asked to reduce his input  
11 to a formal set of charts, which he did, and delivered them to the Air Force in December of that  
12 year. It is fact disturbing that a civilian had to explain to the Air Force's own doctrine experts the  
13 fundamentals of doctrine. But it again illustrates the depth of work that Plaintiff had done  
14 learning all aspects of the military profession so as to enhance his expertise in space force  
15 structure planning. In turn, this intellectual capital benefited both industry and Government alike.  
16 In terms of monetary rewards, it never benefited the Plaintiff.

17 **124.** At the very least, Plaintiff is due the value of the opportunity costs associated with the time  
18 spent developing his intellectual capital that he demonstrated at the Space Doctrine Symposium,  
19 as shown in **Exhibit 13**.

20 **Compensation Claimed: \$144,000**

21 **125. 19. Developed the concept of "traceability architecture" to generate methods for**  
22 **evaluating and selecting reconnaissance and surveillance systems for a particular mission**  
23 **or set of missions.**  
24  
25

1 In 1978, while employed by **Northrop Grumman Corporation**, Plaintiff developed a  
2 methodology for selecting reconnaissance and surveillance systems as a function of a specific set  
3 of military missions. Known as “traceability architecture”, the briefing that described Plaintiff’s  
4 methodology was co-authored with another **Northrop Grumman Corporation** employee  
5 became know as **the bible** among those in the intelligence community who were responsible for  
6 selecting the most optimal reconnaissance or surveillance system vis-à-vis the satisfaction of  
7 mission requirements. Plaintiff solely developed the traceability architecture portion of the  
8 briefing.

9  
10 **126.** At the very least, Plaintiff is due the value of the opportunity costs associated with his  
11 acquisition of the intellectual capital that he demonstrated in developing traceability architecture  
12 as well as the amortized accounting costs of his self-designed doctoral program from which his  
13 intellectual capital came.

14 **Compensation Claim: \$576,000**

15 **127. 20. Supported Central Intelligence Agency /Office of Strategic Research’s critique of**  
16 **the proposed Multiple Protective Shelter approach to the basing of the M-X missile.**

17 In the late 1970s and extending into the ‘80s, the Air Force had an exceptionally difficult time  
18 developing a basing mode for the M-X ICBM. Given Plaintiff’s expertise on the Soviet space  
19 force structure described in Paragraph 104, Plaintiff was asked by the **Office of Strategic**  
20 **Research** at the **Central Intelligence Agency** to evaluate the Multiple Protection Shelter  
21 (hereinafter MPS) basing mode for the M-X. (Again, Plaintiff remembers the names of the  
22 people at the **Central Intelligence Agency** with whom he interfaced, but does not choose to  
23 disclose their names in this Claim). Plaintiff found serious flaws in the MPS basing mode. Once  
24 again, Plaintiff’s intellectual capital, developed totally independently of any of his employers  
25

1 resulted in a material benefit to the Government, and for which Plaintiff never received any  
2 compensation. Plaintiff does not have in his possession any unclassified material to support his  
3 description of this task.

4 **128.** At the very least, Plaintiff is due the value of the opportunity costs associated with his  
5 acquisition of the intellectual capital needed to fulfill the requirements of this task, as well as the  
6 amortized accounting costs associated with his self-designed doctoral program that led to the  
7 knowledge base used in this task.

8 **Compensation Claim: \$144,000**

9 **129. 21. Developed the dynamic deterrence approach to the M-X basing problem.**

10 By 1983, the Air Force, the Congress, and the National Security Establishment in general were  
11 still wrestling with the M-X basing mode problem. On the floor of the House, **California**  
12

13 **Representative Ronald Dellums** provided a review of 30 basing options that had been  
14 considered over the years, and still he was one of many who found all of these options wanting.

15 In this same timeframe, Plaintiff developed an approach to basing the M-X that neither the Air  
16 Force nor anyone else had considered. Plaintiff was asked by the Air Force to write a white paper  
17 describing his “dynamic deterrence” approach to the basing problem, and to get it to the  
18 Pentagon as soon as possible.

19 **130.** Plaintiff did as requested, and his approach was briefed to the President’s Commission on  
20 Strategic Forces, commonly known as the Scowcroft Commission, which was studying the  
21 problem. The Commission was very favorable disposed concerning his basing concept, and it  
22 received about  $\frac{3}{4}$  of a page in the Commission’s final report, which was purportedly written by  
23 former **Central Intelligence Agency Director R. James Woolsey (Exhibit 14)**. Plaintiff also  
24 received a letter of commendation from **then-Brigadier General Gordon E. Fornell (Exhibit**  
25

15). Note that General Fornell attempted to assist Plaintiff in acquiring a contract to study his concept further. But the Ballistic Missile Office of Air Force Systems Command was incensed that a company that did not employ retired colonels would seek a contract from it, and thus once again everyone concerned with the M-X basing problem benefited from Plaintiff's intellectual property except the Plaintiff. In 1989, a co-worker of the Plaintiff's informed him that he had read in a defense industry magazine that, had the Cold War not ended and the M-X had been deployed, Plaintiff's proposed basing mode would have been used.

131. At the very least, Plaintiff is due the value of the opportunity costs associated with his acquisition of the intellectual capital needed to fulfill the requirements of this task, as well as the amortized accounting costs associated with his self-designed doctoral program that led to the knowledge base used in this task. Also, the accounting costs associated with the production of the White Paper should be paid.

**Compensation Claim: \$158,400**

**132. 22. Developed new strategic targeting doctrine, based upon "response in kind"**

In 1974, President Nixon issued National Security Decision Memorandum (hereinafter NSDM) 242: **Policy for Planning the Employment of Nuclear Weapons**. The centerpiece of NSDM 242 was the codification of the strategy of flexible strategic options, and a new targeting doctrine for United States strategic forces: response in kind. However, response in kind was never clearly defined either in this document or any of the implementing documents that followed.

133. In the Spring of 1977, Plaintiff audited a quarter-long Workshop in Strategic Studies at the RAND Graduate Institute for Policy Sciences in Santa Monica, California. This workshop was paid for by Plaintiff's then-employer **The Boeing Company** as a reward for all of his uncompensated overtime. It is important to note that **The Boeing Company** management clearly

1 stated to Plaintiff that it had no interest in using any of the knowledge base that Plaintiff acquired  
2 during the workshop.

3 **134.** As a part of the requirements of the course, each student was required to write a lengthy  
4 paper. In Plaintiff's 45-page paper (**Systems Requirements for Flexible Strategic Options**), he  
5 became the first to develop a formal definition of response in kind. People at RAND put his  
6 paper into The System, and in 1982, Plaintiff's targeting doctrine became national policy (see  
7 **Exhibit 16**). He was informally recognized as the author of this targeting doctrine by people at  
8 Strategic Air Command headquarters and the targeting doctrine development people within the  
9 Joint Strategic Target Planning Staff (JSTPS). During the Cold War, the JSTPS was an agency of  
10 the Organization of the Joint Chiefs of Staff, and it was co-located with Strategic Air Command  
11 headquarters, which was at Offutt AFB, Nebraska.

12 **135.** To reiterate, **The Boeing Company** management had no interest in developing any new  
13 business opportunities, enhancing its corporate knowledge base, or any other consideration  
14 associated with Plaintiff's aforereferenced accomplishments at RAND. Therefore, it had no  
15 claims on this intellectual property years later when it became national security policy and  
16 guidance.  
17

18 **136.** Plaintiff spent years developing his intellectual capital in the areas that were required to  
19 write his paper in general, and in targeting doctrine in particular. Given that his intellectual  
20 capital resulted in a significant contribution to national security policy and guidance, he is due, at  
21 the very least, the value of the opportunity cost associated with his acquisition of this intellectual  
22 capital. If this contribution had been provided by someone in uniform, that person would have  
23 received medals, awards, and likely, an early promotion. Plaintiff received nothing except the  
24 informal "thank yous" referenced above.  
25

**Compensation Claim: \$216,000****137. 23. Developed presumptive Soviet targeting doctrine for its ASAT system.**

In 1981, Plaintiff was invited by the Air War College to present his presumptive Soviet targeting doctrine for its anti-satellite (ASAT) weapons. Plaintiff did so in February 1981 at the annual Air Power Symposium (**Exhibit 1**). Plaintiff received all of his expenses for travel, room and board, etc. plus a \$100 honorarium from the Air War College, which is in Montgomery, Alabama. The following week, Plaintiff traveled to Strategic Air Command headquarters to present the same briefing to people in Strategic Air Command's intelligence organization. Once again, Plaintiff did all of this in an attempt to win one or more contracts to continue his work in this area.

**138.** While the Strategic Air Command in fact wanted Plaintiff to receive contract(s), once again none of the Air force's funding sources would comply. Therefore, the Air Force is responsible for yet again taking advantage of Plaintiff by inducing him to share his intellectual property, which saved the Air Force a lot of time and money had it awarded a contract to a company that employed retired colonels to do the same work. However, Plaintiff is unaware of a contractor that possessed his intellectual capital at the time that it was needed. The Air Force concurred with this assessment, and this is why it relied so intensely upon the Plaintiff.

**139.** Plaintiff is thus due, at the very least, the value of the opportunity costs associated with the acquisition of the just-referenced intellectual capital, plus the accounting costs for his trip to Strategic Air Command headquarters near Omaha, Nebraska.

**Compensation Claim: \$324,000****140. 24. Developed an analytical approach for assessing the time-sensitive dynamic nature of strategic target value.**

1 Within the overall discipline of strategic studies in general, Plaintiff focused his interests in two  
2 areas: the military uses of strategic warning time, and the design of flexible strategic options. He  
3 then applied the tenets of these two areas to force structure planning in general, and space force  
4 structure planning in particular. One of the key developments in the late 1970s and early 1980s  
5 was the codification in national security policy and guidance of the requirement for flexible  
6 strategic options. In turn, this requirement placed new and severe requirements on  
7 communication, reconnaissance and surveillance satellites. This became fact due to the time-  
8 sensitive dynamic nature of target value. Plaintiff was one of the first to recognize these new  
9 requirements for the United States' space force structure. He then developed a methodology to  
10 assist the Strategic Air Command and the Joint Strategic Target Planning Staff in assessing the  
11 viability of a particular flexible strategic option in light of the requirements that it may impose on  
12 various space assets.

14 **141.** While Plaintiff does not have any unclassified exhibits to support this specific claim, he can  
15 upon request provide a copy of his unclassified material, which was given to the two just-  
16 mentioned organizations.

17 **142.** At the very least, Plaintiff is due both the value of the opportunity cost and the accounting  
18 costs associated with the performance of this task. Given that such requirements still exist in  
19 providing security options for this country the knowledge base to which this task contributed is  
20 still in use, and therefore the statute of limitations requirements of the Court should not be an  
21 issue.

23 **Compensation Claim: \$216,000**



1 **143. 25. Developed concepts for utilizing United States satellite negation assets to enhance**  
2 **United States strategic operations.**

3 In Plaintiff's aforementioned Monograph, he had one chart on the utilization of United States  
4 satellite negation systems for use against adversary satellites, particularly as a part of flexible  
5 strategic options. He was encouraged by the Air Force to embellish this intellectual property so  
6 that a more fully comprehensive evaluation of satellite negation options could be done.

7 **144.** Again, this is the type of intellectual property for which the Air Force contracts. But  
8 Plaintiff was far ahead of the defense contractor community in thinking about space and its  
9 implications for United States national security. As a combatant command, the Strategic Air  
10 Command was intensely interested in understanding the threats as well as the opportunities  
11 presented by space as a critical strategic arena. In turn, there were other parts of the Air Force  
12 that were overwhelmingly focused on keeping the Strategic Air Command out of space. This was  
13 out of fear that a formalization of the Strategic Air Command's roles and missions in space  
14 would adversely impact the budgets of those parts of the Air Force who opposed the Strategic Air  
15 Command's legitimate interest in space as a critical strategic arena.

16 **145.** Note that the part of the Air Force outside of Strategic Air Command who had billets  
17 associated with space were far more interested in their careers, their budgets, and their own roles  
18 and missions in space than they ever were in protecting this country. Unfortunately, Plaintiff got  
19 caught in the middle of this intra-service rivalry, and thus suffered greatly for his intense  
20 dedication to the defense of the United States of America. Fortunately, there was a positive  
21 outcome of this particular years-long effort, despite the politics, but the details are classified.

22 **146.** As a result, Plaintiff is due, at the very least, the accounting costs as well as the value of his  
23 opportunity costs that accumulated from his intellectual property on the use of satellite negation  
24  
25

1 methods and employment doctrine for satellite negation systems by United States combatant  
2 commands like the Strategic Air Command. **It is again important to note that the good people**  
3 **in the combatant commands requested Plaintiff's assistance as opposed to him thrusting his**  
4 **intellectual property upon them.**

5 **Compensation Claim: \$288,000**

6 **147. 26. Developed operational concepts for utilizing SDI space systems to enhance United**  
7 **States strategic operations.**

8 In 1985, upon his return to **Northrop Grumman Corporation**, Plaintiff began to work on the  
9 space systems associated with the Strategic Defense Initiative (SDI), commonly referred to as  
10 "Star Wars." On his own time and at his own expense, Plaintiff began to consider how these  
11 systems could also enhance the strategic operations executed by the Strategic Air Command.  
12 This was an extension of the intellectual property that he had developed while the sole proprietor  
13 of **Strategic Systems Sciences**. The officers in Strategic Air Command /XP, which is the  
14 planning shop, were very interested in Plaintiff's concept of using SDI space systems to support  
15 strategic offensive, as well as strategic defensive forces.  
16

17 **148.** Plaintiff traveled to Strategic Air Command Headquarters in December 1986 to discuss all  
18 relevant issues with the appropriate officers. An agreement was reached in which **Northrop**  
19 **Grumman Corporation** would invest the first \$50,000 in a study, and then the Strategic Air  
20 Command would fund the remainder of a yearlong study through a funding mechanism that is  
21 not relevant to this Claim. But a **Northrop Grumman Corporation** marketing manager, feeling  
22 wounded because he did not receive the opportunity to approve this potentially new line of  
23 business, demanded that all efforts associated with task be terminated. And they were, thus  
24 leaving the good people at Strategic Air Command out on a limb with no place to turn.  
25

1 **149.** Nonetheless, the Strategic Air Command once again benefited from the intellectual capital  
2 and intellectual property acquired by the Plaintiff at no cost to it. It was the Air Force's job to  
3 attempt to override the pestilence of a **Northrop Grumman Corporation** marketing manager,  
4 given that it believed that Plaintiff was pursuing concepts that would enhance the performance of  
5 the Strategic Air Command's mission. It is interesting to note that within a year of **Northrop**  
6 **Grumman Corporation's** termination of this task, **President Reagan** requested that alternative  
7 uses be found for SDI space systems. At that point, Plaintiff sought to revive this task, and again  
8 **Northrop Grumman Corporation** said no.

9 **150.** At the very least, Plaintiff should be compensated for the value of the opportunity costs  
10 inflicted upon his career by **Northrop Grumman Corporation** for pursuing a task that neither  
11 the Air Force nor **Northrop Grumman Corporation** would stand behind at the least little  
12 adversity as represented by the unprofessional conduct of a marketing manager with the  
13 reputation as a Luddite. Plaintiff should also be compensated for the acquisition of the  
14 intellectual capital that led to his development of the concepts described above.

15  
16 **Compensation Claim: \$144,000**

17 **151. 27. Developed arms control monitoring technology development plan.**

18 In 1990, Plaintiff wrote a systems engineering management plan (hereinafter SEMP) for a  
19 billion-dollar space system. He had also written three well-received national technology  
20 roadmaps, and had done an internal study on the then-future technology requirements for arms  
21 control monitoring. This was all done as an employee of **Northrop Grumman Corporation** for  
22 which Plaintiff received his weekly salary, however inferior.

23  
24 **152.** As a result of these tasks, it occurred to Plaintiff that a SEMP-like plan for arms control  
25 monitoring technology was in order. At a conference on arms control, held at the State

1 Department in June 1990, Plaintiff approached a senior **Central Intelligence Agency** official to  
2 gauge his reaction to Plaintiff's proposal. The reaction was very positive, and the official  
3 requested that Plaintiff provide an unsolicited proposal to the **Central Intelligence Agency** as  
4 quickly as possible.

5 **153.** Plaintiff knew that at **Northrop Grumman Corporation** there were members of  
6 management very interested in this business area, and Plaintiff provided them with an entrée to a  
7 new line of business. But **Northrop Grumman Corporation** refused to pursue this new  
8 business opportunity.

9 **154.** Plaintiff is thus due, at the very least, the value of the opportunity costs associated with the  
10 acquisition of the intellectual capital necessary to accomplish this task, plus the accounting costs  
11 for all the books that he purchased to support the development of the plan.  
12

13 **Compensation Claim: \$216,000**

14 **155. 28. Developed the concept of secondary indicators for arms control monitoring and**  
15 **verification.**

16 In 1978, Plaintiff developed the concept of secondary indicators for the monitoring and  
17 verification process for arms control agreements like SALT I. In this timeframe, there was great  
18 concern in both the arms control community and the intelligence community that the transmitted  
19 information from Soviet ICBM tests was prerecorded data, and not the actual data associated  
20 with the missile tests. The theory was that the actual data was recorded onboard the test missile,  
21 and recovered after the missile had landed in its target area on the Kamchatka peninsula. The  
22 intelligence community put out the word that it was interested in methods that would resolve this  
23 issue.  
24  
25

1 **156.** Plaintiff developed the concept of secondary indicators that would permit an intelligence  
2 analyst to verify the data from the intercepted downlink from a test missile. His white paper on  
3 this issue led to a six-week long White House-based study group early in the Reagan  
4 administration. Plaintiff was not invited to participate in this study, most likely because it did not  
5 know that the concept had originated with him. [Or, it is possible that the purported use of  
6 Plaintiff's name in the **Central Intelligence Agency's Evil Twin Program** may have precluded  
7 his participation.] Plaintiff believes that the concept did in fact originate with him due to the  
8 unique terminology used in both his white paper, and the study group's preparation materials.  
9 Plaintiff learned of this study purely by accident, and the corporate executive who told him about  
10 it was flabbergasted because he too believed that the concept had come from the Plaintiff, again,  
11 due to the common uniqueness of the terminology.  
12

13 **157.** Plaintiff once again claims that those who do the work that enhances this country's security  
14 should be the ones who receive any rewards, awards, or monies that result from their intellectual  
15 property. When that does not occur, the Government becomes liable for the losses suffered by the  
16 one who actually generated the intellectual property. In the instant case, the professor who is  
17 believed to have taken the secondary indicator concept and ran with it became a high-ranking  
18 official in the Central Intelligence Agency in the first Reagan administration. There well may  
19 have been other reasons for his appointment, but if he in fact was the one responsible for  
20 introducing this concept to the Government, it certainly did not impede his appointment to a  
21 high-level position at the **Central Intelligence Agency**. The reason Plaintiff suspects the  
22 professor is that he is the only person who knew of the Plaintiff's proposed concept prior to the  
23 establishment of the White House study group.  
24  
25

1 **158.** Since the intelligence community can still avail itself of the results of this concept, the  
2 Government is still liable for compensation to the Plaintiff. His compensation should be, at the  
3 very least, the value of his opportunity costs associated with this effort, plus an amortized amount  
4 of the accounting costs of his acquisition of the intellectual capital associated with this task,  
5 which were part of his self-designed doctoral program.

6 **Compensation Claim: \$72,000**

7 **159. 29. Developed a SALT verification strategy based upon the concept of non-**  
8 **compliance specification.**

9 Throughout most of Plaintiff's career, he was involved in several aspects of arms control,  
10 especially the monitoring and verification processes. As a part of these endeavors, Plaintiff  
11 developed a verification strategy. This strategy was based upon the concept of specifying  
12 measures that the U. S. would take if it determined that a signatory to an arms accord had  
13 violated articles of the accord. The severity of these specifications would be based upon a host of  
14 criteria, but particularly upon the significance of the violation to United States national security.  
15 Plaintiff's thesis was that such a strategy would aid in the Senate ratification process by  
16 mitigating the fears of those senators who were generally opposed to arms control in general, and  
17 strategic arms control in particular. Plaintiff's white paper on this subject in 1979 was briefed to  
18 members of the California Seminar on Arms Control and International Security, several members  
19 of whom became senior members of the Reagan administration. Plaintiff does not know what  
20 happened to his intellectual property once it disappeared into The System.  
21

22 **160.** Plaintiff's compensation claim for this intellectual property is based upon the value of his  
23 opportunity costs and the amortized accounting costs of his self-designed doctoral program,  
24 which resulted in his acquiring the intellectual capital necessary to generate the concepts found in  
25

1 his white paper.

2 **Compensation Claim: \$72,000**

3 **161. 30. Developed an easy-to-use flowchart for military strategy development.**

4 In 1987, after United States Space Command became very interested in Plaintiff's military space  
5 strategy intellectual property, described starting in Paragraph 91, Plaintiff decided to do a more  
6 in-depth study of what constitutes military strategy according to the experts throughout history.  
7 He read and studied numerous books and professional papers from the fall of 1987 until the end  
8 of 1989. At that point, he reduced his findings developed over this nearly two-and-a-half-year  
9 period to a flowchart with sixteen elements on it (**Exhibit 17**). The flowchart was an instant  
10 success among those that reviewed it, and one of these people, Air Force **Colonel Richard**  
11 **Szafranski**, purportedly sent copies of Plaintiff's intellectual property to several war colleges  
12 where it reportedly has been used extensively. Now-retired **Major General Timothy J.**  
13 **McMahon**, who, as a Lt. colonel, worked for Colonel Szafranski, told plaintiff this.

15 **162.** Plaintiff did not get the opportunity to potentially sell his chart before the Air Force  
16 reportedly gave it away. Plaintiff does not have the means to determine the veracity of this story,  
17 and thus begs the Court's indulgence in assisting him in determining if once again the  
18 Government is benefiting from intellectual property owned by the Plaintiff, for which he was  
19 never compensated. However, Plaintiff has no reason to believe that General McMahon lied to  
20 him.  
21

22 **163.** Should this accusation prove to be true, Plaintiff is due, at the very least, the value of the  
23 opportunity cost of Plaintiff's acquisition of the intellectual capital necessary to generate the  
24 flowchart, the value of the opportunity costs associated with the flowchart's development, and  
25

1	8. Developed a series of electronic warfare methods against	
2	adversary satellites to enhance strategic operations.	\$432,000
3	9. Developed utilization concept for retired boosters (e.g., the THOR)	
4	to enhance U.S. strategic operations.	\$72,000
5	10. Identified ten satellite relay services in support of Department	
6	of Defense roles and missions	\$432,000
7		
8	11. Developed roles and missions for SAC's Space Master Plan	\$1,440,000
9		
10	12. Provided U.S. Space Command with an approach to strategy and	
11	doctrine for military space systems, which was then implemented.	\$576,000
12	13. Developed a series of space force structure planning databases	\$2,160,000
13	14. Provided support to the <b>Central Intelligence Agency's Office of</b>	
14	<b>Strategic Research</b> and the President's National Security Advisor	
15	On the generation of the first National Intelligence Estimate (NIE)	
16	On the Soviet space force structure.	\$144,000
17		
18	15. Briefed the Strategic Air Command's Program Evaluation Group	
19	on Space as a Critical Strategic Arena.	\$432,000
20	16. Wrote the first briefing on strategic issues in space that was	
21	presented to President Reagan during his transition period	TBD
22	17. Authored the monograph "Strategic Utilization of Space Force	
23	Structures in a Protracted Strategic Conflict: A Net Assessment"	\$720,000
24	18. Briefed first Air Force-wide symposium of space doctrine	\$144,000
25		



1	19. Developed the concept of “traceability architecture” to generate	
2	methods for evaluating and selecting reconnaissance and	
3	surveillance systems for a particular mission or set of missions	<b>\$576,000</b>
4	20. Supported <b>Central Intelligence Agency /Office of Strategic</b>	
5	<b>Research’s</b> critique of the proposed Multiple Protective Shelter	<b>\$144,000</b>
6	(MPS) approach to the basing of the M-X missile.	
7	21. Developed the dynamic deterrence approach to the M-X basing	
8	problem	<b>\$158,400</b>
9	22. Developed new strategic targeting doctrine, based upon “response	
10	in kind”, which was then implemented	<b>\$216,000</b>
11	23. Developed presumptive Soviet targeting doctrine for its ASAT	
12	system	<b>\$324,000</b>
13	24. Developed an analytical approach for assessing the time-sensitive	
14	dynamic nature of strategic target value	<b>\$216,000</b>
15	25. Developed concepts for utilizing U.S. satellite negation assets to	
16	enhance U.S. strategic operations	<b>\$288,000</b>
17	26. Developed operational concepts for utilizing SDI space systems	
18	to enhance U.S. strategic operations	<b>\$144,000</b>
19	27. Developed arms control monitoring and verification technology	
20	development plan	<b>\$216,000</b>
21	28. Developed the concept of secondary indicators for arms control	
22	monitoring and verification.	<b>\$72,000</b>
23		
24		
25		

29. Developed a SALT verification strategy based upon the concept of non-compliance specification	\$72,000
30. Developed an easy-to-use flowchart for military strategy development and assessment	\$259,200
31. Developed a four-day short course on the strategic concepts used during the Cold War to develop national security policy and guidance.	\$324,000
<b>Total Opportunity Costs for National Security Policy and Guidance Development</b>	<b>\$10,641,600</b>

//

**172. MONETARY SUMMARY OF TOTAL CLAIM**

<b>Total Opportunity Costs for National Security Policy and Guidance Development Tasks</b>	<b>\$10,641,600</b>
<b>Total Accounting Costs for National Security Policy and Guidance Development Tasks</b>	<b>\$12,000</b>
<b>Total Fees for Funded Programs</b>	<b>\$87,050,000</b>
<b>TOTAL CLAIM</b>	<b>\$97,703,600</b>

**SUMMARY OF CLAIM**

173. We in the United States live in a country that consistently congratulates itself on being the finest country in the history of civilization. This country has many fine attributes. But a lot of them do not mean much if the fundamental necessities of a good life are beyond reach, as is the

1 case for many of those of us who are simply common people, or, as some self-appointed elitists  
2 call us, "the great unwashed." We are a nation of the few, by the few, and for the few,  
3 irrespective of the propaganda that one hears at national holiday celebrations. At least that is a  
4 reasonable conclusion if one spends one's career working in the National Security Establishment.

5 **174.** Plaintiff's own problems as a citizen of this country have been a lifetime of difficulty  
6 maintaining a lifestyle that is above the poverty line. Getting any relief for legal matters that  
7 should have been quickly adjudicated, if the U.S. had the judicial system that it tells the world is  
8 the model of fairness and enlightened jurisprudence, has led to additional problems. But, fairness  
9 in the U.S. for the common man in the defense industry appears to be just an illusion, especially  
10 for those like the Plaintiff, who has been a model citizen and a model employee every where that  
11 he has ever been employed.  
12

13 **175.** For example, the Government spends a great deal of money on graduate educations for  
14 uniformed military officers. These people receive masters and doctoral degrees from some of this  
15 nation's finest institutions of higher education as well of several elite universities overseas. A  
16 graduate education is a very important element when considering an officer for promotion. But  
17 when do they use their fancy educations? Why does the National Security Establishment have to  
18 rely on people like the Plaintiff to get the really difficult jobs done? While Plaintiff would not  
19 trade his education for anything, because he went to Arizona State University, he is in fact  
20 considered to be a member of the great unwashed, and he has been told so on many occasions.  
21

22 **176.** No one contributed a dime to Plaintiff's education. He paid for it himself with scholarships  
23 and loans. When he applied for a doctoral fellowship at **The Boeing Company** in the mid-1970s,  
24 there were two schools of thought among its management. One said, "Name one thing that Neil  
25 will be able to do when he comes back with a Ph'D that he can't do now." The other school of

1 thought was that since Plaintiff understood national security policy and guidance as well as  
2 military operations, he couldn't possibly be a good engineer, so why waste the money that his  
3 PhD program (at the University of Michigan) would cost. But clearly no one asks questions about  
4 costs to taxpayers when it comes to sending uniformed military officers to graduate school to  
5 get a Ph'D.

6 **177.** In the 1970s, Plaintiff interviewed three times to be an analyst on various teams that were  
7 working on strategic arms control issues. In all three cases, he was told that he would make a  
8 very fine analyst, but that he lacked the required educational credentials necessary to become a  
9 part of the team. Does that sound like an egalitarian system? Plaintiff thinks not. Also, these  
10 people knew what his credentials were before the individual interviews, so why waste everyone's  
11 time when they knew that they were not going to make an offer? Could it be that they were  
12 simply looking for some free consulting just like for the uncompensated tasks described in this  
13 Claim?  
14

15 **178.** Plaintiff has had issues with the Government in the past, and has tried to mitigate his  
16 circumstances in every manner possible. Details are found in **Exhibits 20.1 through 20.4.**

17 **179.** Plaintiff grows weary at the lack of fundamental fairness from the those supposedly sworn  
18 to protect a system that persistently proclaims its fairness, but often times has difficulty providing  
19 the evidence of same. Should people be continued to be treated as the Plaintiff has been, he can  
20 assure the National Security Establishment that fewer **good, competent** people will want to serve  
21 such a system. Plaintiff certainly regrets all of his sacrifices for a system that constantly rewards  
22 the non-performers, and only very rarely recognizes and rewards those who get the work done.  
23

24 **180.** However, Plaintiff cannot say that he was not warned. In 1973, Plaintiff worked with a  
25 national recognized authority in strategic systems sciences, **Miles Berg**. Mr. Berg told Plaintiff

1 that since he was so proficient at getting the work done, it was unlikely that he would ever  
2 advance very far in the defense industry. He stated that when he was in management training, the  
3 trainees were told, "promote a worker, lose a worker." He said that it was explained that  
4 management couldn't promote the really good workers because then the work would never get  
5 done. He also said that the trainees were told to never reveal this management doctrine. Plaintiff  
6 suggests that that's because the instructor believed that this practice to be illegal. Plaintiff learned  
7 the hard way that this is precisely how defense industry management functions. This training  
8 took place at **The Aerospace Corporation** in San Bernardino, California in the 1960s.

9 **181. Exhibit 21** contains a sample of the technologies being withheld from the National Security  
10 Establishment until procurement and personnel policies are updated to reflect a sense of fairness  
11 for those who are responsible for getting the work done. Unfortunately, the just-enacted America  
12 Invents Act is a step in the wrong direction, and it will only serve to further destroy innovation in  
13 this country in general, and in the defense industry in particular.

14 **182.** Why is the subject of education outlined above important to this Claim? It is because all to  
15 many military officers and defense industry managers believe that Plaintiff has been fully  
16 compensated for his intellectual property that is the subject of this Claim in that it served as the  
17 basis for the promotions, salary increases, bonuses, etc. of these self-appointed elitists. Again,  
18 Plaintiff does not have to guess about this issue; he has been told many times ("Neil, we let you  
19 do the work, what the f\*\*k more do you want.".)

20 **183.** For example, on the Friday before Thanksgiving in 1988, a **Northrop Grumman**  
21 **Corporation** vice president, **Fred Kauffman**, told the Plaintiff that if he ever left its employ, it  
22 would sue both the Plaintiff and his new employer, because "we own your new business  
23 acquisition acumen." When Plaintiff asked him what Plaintiff got out of this capability, Mr.  
24  
25

1 Kauffman replied, "Just your weekly salary, and don't ever expect anything more." This is  
2 another example of the elitist's perspective common in the National Security Establishment.

3 **184.** However, in the interest of fairness, Plaintiff must say that of all of the admirals, generals  
4 and White House officials that he briefed throughout the 1980s, not one ever asked him about his  
5 educational credentials. Unlike many in the lower ranks(and in industry), these fine gentlemen  
6 were interested in getting a job done, and they were thus interested in what the Plaintiff could do  
7 to assist them.

8 **185.** To reiterate, Plaintiff has had issues with the Government in the past relating to its  
9 inappropriate and illegal treatment of him. Only when all of these issues are settled will Plaintiff  
10 and a host of other high-performance defense engineers consider reassuming the process of  
11 introducing highly valuable technological innovations that will further enhance United States  
12 national security. **Otherwise, these assets will likely be divested overseas.**

13  
14 **186.** Plaintiff is very disappointed that he is compelled to file this Claim. But he has tried  
15 everything possible to get fair treatment from the National Security Establishment, both  
16 Governmental and private contractors, and he has been totally unsuccessful. One Air Force then-  
17 Lt. colonel, **James E. Jacoby**, once told Plaintiff, "we have more lawyers than you will ever have,  
18 and we can treat you any way we want." Plaintiff hopes that the Court's decision in this Claim  
19 will convince such people that this is no longer the case.  
20

21 //

22 **PRAYER FOR RELIEF**

23 WHEREFORE, for the foregoing reasons, Plaintiff Neil F. Keehn prays that this Court grant the  
24 following relief:  
25

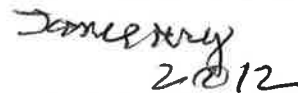
- 1 A. An Order be issued by this Court to the Department of Defense, as well as any United States  
2 intelligence service that it deems appropriate, to pay Plaintiff a total amount of **\$97,703,600**  
3 **plus any additional monies from the To Be Determined (TBD) claim awarded by the**  
4 **Court** for goods and services delivered, as described herein, but for which he was never  
5 provided any compensation
- 6 B. A Declaratory Judgment be issued by this Court, to be in effect until Plaintiff dies, that states  
7 that he is an American citizen, and is thus eligible for all guarantees and civil rights, as  
8 articulated in the United States Constitution and all federal laws that pertain thereto.
- 9 C. An Order be issued granting such other and further relief as the Court deems necessary, just  
10 and proper.  
11

12 Respectfully submitted,

13 

14 Neil F. Keehn, Plaintiff, Pro Se

15 Dated this 9 day of December, 2011

16   
2012

2603 Third Street, #8

17 Santa Monica, California 90405

18 (310) 396-0622

19 (310) 396-0622

20 (facsimile)  
21  
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24  
25

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

NEIL F. KEEHN,

Plaintiff

V.

UNITED STATES,

Defendant

CASE NO:

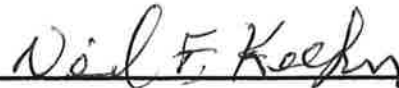
JUDGE:

VERIFICATION

I, Neil F. Keehn, plaintiff in the above captioned case, declare under the laws against perjury of the State of California and of the laws of the United States that the facts and allegations in the Claim herein are both true and correct as I know them to be.

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Dated this 7th day of January 2012



Neil F. Keehn  
Plaintiff



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